

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES A- 1
2. CONTRACT NUMBER	3. SOLICITATION NUMBER NNK07205192R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10/30/2007	6. REQUISITION/PURCHASE NUMBER 4200238676		
ISSUED BY NASA/JOHN F. KENNEDY SPACE CENTER OFFICE OF PROCUREMENT/MAIL CODE: OP-OS KENNEDY SPACE CENTER, FL 32899		8. ADDRESS OFFER TO (If other than Item 7) REFER TO L.2 PROPOSAL INSTRUCTIONS FOR BLOCKS 8, 9, AND 10				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in REFER TO L.2 PROPOSAL INSTRUCTIONS until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME MARCUS ORR	B. TELEPHONE (NO COLLECT CALLS) AREA CODE _____ NUMBER _____ EXT. _____	C. E-MAIL ADDRESS marcus.c.orr@nasa.gov
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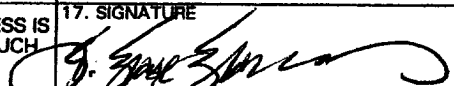
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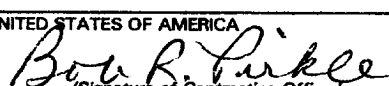
### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

I, in compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) 0.00	20 CALENDAR DAYS (%) 0.00	30 CALENDAR DAYS (%) 0	CALENDAR DAYS (%) 0
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	11/16/07		
15A. NAME AND ADDRESS OF OFFEROR Millennium Engineering and Integration 600 Jackson Court Satellite Beach, FL 32937	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Mr. T. Trase Travers Vice President, Mission Systems	17. SIGNATURE 		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 321 773-5881 14	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>	18. OFFER DATE 11/30/07		

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$12,226,815.81	21. ACCOUNTING AND APPROPRIATION See continuation sheet
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM 7
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE See continuation sheet
26. NAME OF CONTRACTING OFFICER (Type or print) BOB R. PIRKLE		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
		28. AWARD DATE 3/7/2008

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C

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NAME OF OFFEROR OR CONTRACTOR: Millennium Engineering and Integration Company

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PAYMENT WILL BE MADE BY: Financial Management Division - Accounts Payable Building 1111, Road C Stennis Space Center, Mississippi 39529 Email: NSSC-AccountsPayable@nasa.gov FAX: 866-779-6772</p> <p>Safety and Mission Assurance Support Services Incrementally Funded Amount: \$2,526,775.00 Requisition No: 4200238676</p> <p>ACCOUNTING AND APPROPRIATION INFORMATION: 76SA000/6100.2520/76/FC000000/574666.03.01.01/000/ 2520/76/EXCX22008D/538A/1/2 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 574666.03.01.01 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: 538A Funded: \$358,000.00</p> <p>76SA000/6100.2520/76/FC000000/609524.08.04.07.01/0 00/2520/76/EXCX22008D/733B/1/43 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 609524.08.04.07.01 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: 733B Funded: \$66,525.00</p> <p>76SA000/6100.2520/76/FC000000/725932.03.01.01.02/0 00/2520/76/EXCX22008D/421A/1/84 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 725932.03.01.01.02 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: 421A Funded: \$120,500.00</p> <p>76SA000/6100.2520/76/FC000000/292360.03.02/000/252 0/76/ESAX22008D/234A/1/125 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 292360.03.02 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: ESAX22008D Functional Area: 234A Funded: \$116,700.00</p> <p>76SA000/6100.2520/76/FC000000/325288.03.06.01/000/ Continued ...</p>				

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NNK080011C

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NAME OF OFFEROR OR CONTRACTOR: Millennium Engineering and Integration Company

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	2520/76/EXCX22008D/CMO/1/2 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 325288.03.06.01 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: CMO Funded: \$770,734.00				
	76SA000/6100.2520/76/FC000000/325288.02.06.01/000/ 2520/76/EXCX22008D/CMO/1/43 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 325288.02.06.01 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: CMO Funded: \$361,661.00				
	76SA000/6100.2520/76/FC000000/939904.02.14.06.01/0 00/2520/76/EXCX22008D/941A/1/84 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 939904.02.14.06.01 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: 941A Funded: \$411,163.00				
	76SA000/6100.2520/76/FC000000/939904.02.12.06.02/0 00/2520/76/EXCX22008D/941A/1/125 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 939904.02.12.06.02 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: 941A Funded: \$23,478.00				
	76SA000/6100.2520/76/FC000000/939904.01.06.09/000/ 2520/76/EXCX22008D/941A/1/166 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 939904.01.06.09 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: 941A Funded: \$83,234.00				
	76SA000/6100.2520/76/FC000000/939904.01.06.07/000/ 2520/76/EXCX22008D/941A/1/207 Cost Center: 76SA000 GI Account: 6100.2520 Order: FC000000 WBS Element1: 939904.01.06.07 Item Number: 000 Commitment Item: 2520 Funds Center: 76 Fund: EXCX22008D Functional Area: 941A Funded: \$214,780.00				

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## SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 CONTRACT VALUE

#### B.1.1 CONTRACT VALUE

The estimated cost and award fee for this contract are summarized in Table B.1.1.

Table B.1.1 - Contract Value

Description	Period of Performance	Mod	Estimated Cost			Award Fee	Total
			Level of Effort	Travel*	Other Direct*		
Base Period (CY 1 & 2)	04/01/08 - 03/31/10	BASIC				\$	12,226,815.81
Unexercised Options							
Option Period 1 (CY 3)	04/01/10 - 03/31/11	N/A				\$	6,387,759.77
Option Period 2 (CY 4)	04/01/11 - 03/31/12	N/A				\$	6,575,908.83
Cumulative Total	04/01/08 - 03/31/10	BASIC				\$	12,226,815.81

\*Non fee bearing. These estimates are Government-provided "plug numbers" and actual cost for these elements will be reimbursed in accordance with FAR 52.216-7, Allowable Cost and Payment.



**B.1.2 AVAILABLE AND EARNED AWARD FEE**

"The amount of award fee available and earned for each award fee period is specified in the table below. Available award fee that is not earned in any one period shall not be available in subsequent periods."

**Table B.1.2 - Available and Earned Award Fee**

<b>Period/Description</b>	<b>Mod No.</b>	<b>Available</b>	<b>Earned</b>	<b>Numerical Rating</b>
Base Period (CY 1)			\$ -	
Base Period (CY 2)			\$ -	
Unexercised Options				
Option Period 1 (CY 3)			\$ -	
Option Period 2 (CY 4)			\$ -	
Cumulative Total			\$ -	

"In the event the actual level-of-effort provided during the base period should be less than 95 percent of the level-of-effort specified in Table B.3 plus any Flex Options exercised within the period, and a downward adjustment is made as provided in B.3, the parties shall agree to an allocation of this adjusted available award fee between CY 1 and CY2 and billings shall be adjusted accordingly."

### B.1.3 LABOR RATES FOR COMPUTING VALUE OF THE LEVEL-OF-EFFORT

The value of the level-of-effort for this contract shall be computed in accordance with the negotiated, fully burdened labor rates (excluding fee or profit) as shown in the table below.

**Table B.1.3 - Labor Rates**

Labor Category	Fully Burdened Labor Rates*			
	CY 1	CY 2	CY 3	CY 4
Program Manager				
Supervisor				
Independent Assessment Engineer A				
Independent Assessment Engineer B				
Independent Assessment Engineer C				
Independent Assessment Engineer D				
Range Safety Engineer A				
Range Safety Engineer C				
Range Safety Specialist				
Metrology/Calibration Engineer				
Software Assurance				
Computer/IT				
Safety Engineer A				
Safety Engineer B				
Safety Engineer C				
Reliability Engineer A				
Quality Engineer A				
Quality Engineer B				
Quality Engineer C				
Safety Specialist A				
Safety Specialist B				
Safety Specialist C				
Database Administrator				
Administrator				
Secretarial/Clerical				
Technical Writer**				
Technical Expert**				

\* Excluding any fee or profit

\*\*As needed basis

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

<b>As of Mod No.</b>	<b>Contract Value</b>	<b>Allotted Cost</b>	<b>Allotted Award Fee</b>	<b>Total</b>	<b>Adequate Through</b>
BASIC	\$ 12,226,815.81	:		\$ 2,526,775.00	07/31/08
Cumulative Total	\$ 12,226,815.81			\$ 2,526,775.00	07/31/08

### B.3 LEVEL-OF-EFFORT

- (a) During the term of the contract, the contractor is obligated to provide not less than 95 percent, nor more than 105 percent of the total labor hours as specified in the table below, unless directed by the contracting officer as specified in paragraph (c) of this clause.

**Table B.3 - Level-of-Effort**

Description	Base*	Option 1	Option 2	Summary Total
Level-of-effort hours	165,600	82,800	82,800	331,200
Flex option hours	132,480	66,240	66,240	264,960
Total potential hours	298,080	149,040	149,040	596,160

\*The base period encompasses Contract Year 1 and 2

- (b) Labor hours are those productive hours expended by contractor personnel performing work under this contract that are charged as direct labor under the contractor's established accounting policy and procedures. The term does not include sick leave, vacation leave, or any type of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.
- (c) Once the maximum number of direct labor hours is reached or the contract term has ended, the contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The contractor is not authorized to exceed 105 percent of the direct labor hours specified in B.3 within each contract period unless the contracting officer has issued a Flex Option in accordance with the clause at F.3. Any estimated cost and fee adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.
- (d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours for each period. If the contractor provides less than specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the termination clause of this contract to adjust the contract for such reduced effort, the contracting officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the contractor.
- (e) Prior to making such an adjustment, the contracting officer will request the contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope), which contributed to the under-run. Any information provided by the contractor will be considered by the contracting officer in determining the amount of the downward adjustment in fee.

(End of clause)

## **SECTION C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

The contractor shall provide the item or services specified in Section B in accordance with the following: Safety and Mission Assurance Support Services

### **C.1 BACKGROUND**

The Kennedy Space Center (KSC) Safety and Mission Assurance Directorate (SA) supports the Shuttle Program and related payloads, International Space Station Program, Constellation Program development and future operations, Expendable Launch Vehicle (ELV) current and future programs, ELV Payload Safety, Range Safety and KSC Institutional Safety and Quality Programs.

The effort described in this SOW provides assurance, engineering, and risk assessment in the disciplines of safety, reliability, and quality within KSC and at all KSC responsible sites (e.g., facilities assigned to KSC at Vandenberg Air Force Base, Dryden Flight Research Center, etc.).

### **C.2 OBJECTIVE**

This contract provides for continuity of services to SA in the aforementioned areas. The Government maintains responsibility for all safety and mission assurance (SMA) policies and decisions. The contractor shall provide services and products that support accomplishment of those policies and decisions as defined in this SOW.

### **C.3 SCOPE**

- (a) This effort includes the review of work done by other contractors and NASA organizations and applies to current and future programs and projects.
- (b) The contractor shall have the capability to subcontract out unique services or expertise as may be required to complete S-MASS requirements.

Note: Functions and tasks described herein shall not be construed as implying that the contractor has the authority to approve or disapprove Government policies, procedures, specifications, or requirements or those of any other Government contractor. Nor will language herein be construed to mean that the contractor has the authority to accept or reject on the Government's behalf any products or services. The contractor's functions shall require presentation of its analysis to the appropriate Government official for further action. The contractor is not authorized to act as an agent of the Government or to represent itself as such. Specific exceptions to this approval restriction will be directed by the Government in writing on a case-by-case basis.

### **C.4 DATA REQUIREMENTS**

The Data Requirements List (DRL) and the Data Requirements Descriptions (DRDs), found in Section J are part of this SOW. In addition to the data deliverables described in Section J, the contractor shall manage all documentation and data produced in performance of this contract (e.g., assessments, evaluations, reports, presentations, processes, plans, reviews, and statuses) in accordance with the requirements of this SOW.

### **C.5 ADMINISTRATIVE**

- (a) Place of Performance: The contractor will be collocated with the SA office they are supporting. However, performance may include off-site travel to KSC responsible sites.

- (b) Information Technology (IT) Security: The contractor shall comply with NPR 2810.1, Security of Information Technology. NASA IT Security personnel will perform the penetration testing requirements of NPR 2810.1.
- (c) Organizational Conflict of Interest (OCI) Avoidance Plan: When accessing sensitive or non public information or using subject matter expertise, the contractor will mitigate organizational conflicts of interest, maintain appropriate firewalls within the organization and insure that the contractor provides unbiased, impartial advice in accordance with its OCI (OCI) Avoidance Plan.
- (d) Safety and Health Plan: The contractor shall develop, update and implement a Safety and Health Plan in compliance with NPR 8715.3, Appendix E.

## **C.6 CONTRACTOR MANAGEMENT RESPONSIBILITIES**

The contractor will manage and administer all contract activity. The contractor will provide and maintain management interfaces to SA, the contracting officer, contracting officer technical representative (COTR), and technical management. The contractor will report formally as required in the contract, and shall respond to technical management queries related to contracted activities.

- (a) The contractor shall develop and implement management functions to ensure that all contracted activities are accomplished in accordance with contract terms and conditions. The contractor shall provide and maintain management systems for the planning, organization, control, and reporting of all activities required by this contract. These systems shall assure accomplishment of program technical and schedule requirements, and cost objectives.
- (b) The contractor shall integrate all tasks and elements of the contract to facilitate cross department communications, common processes and tools across appropriate support areas, effective measurement of performance, and identification of initiatives to improve overall safety or mission assurance for human spaceflight.
- (c) The contractor will provide a Risk Management Plan detailing the overall management system and organization for accomplishing the requirements of this contract.
- (d) The contractor will provide a monthly Management Status Review for assessment of the Contract progress in accordance the (DRD 03).
- (e) Monthly Financial Management Reports conforming to NPR 9501.2D, NASA Contractor Financial Management Reporting, (533Q, 533M) will be provided in accordance with (DRD 04).

## **C.7 WORK CONTENT**

This section details the work required by the contractor under this Contract. Many tasks identified below are tied to launch schedules, external requirements or unforeseen SMA issues that may arise at any time. The NASA contracting officer and COTR are responsible for monitoring and prioritizing the work associated with this Contract.

### **C.7.1 INTEGRATION**

#### **C.7.1.1 PROGRAM INTEGRATION**

- (a) The contractor shall provide overall SMA program integration for all contract related functions of SMA program/project management. This includes interface with all organizations (internal and external) required to support overall SMA program coordination and policy development. This

support crosses all programs/projects and disciplines to assure that all SMA issues and concerns are identified and addressed.

- (b) The contractor shall assist in the development of integrated SMA schedules, resources, and related milestones. The contractor shall provide integrated status of program/project SMA products, processes, and milestones.
- (c) The contractor shall assist in planning, coordinating inputs, and highlight for resolution program/project issues and concerns affecting more than one SMA discipline.
- (d) The contractor shall participate in programmatic boards and milestone reviews from a SMA perspective. The contractor shall coordinate the review and evaluation of new, existing or changes to existing hardware, software, and operational requirements for SMA programmatic impacts.
- (e) The contractor shall develop integrated presentation packages and supporting documentation and data for programmatic SMA issues using Microsoft Office Products. The contractor shall assist in the development and integration of technical review comments for institutional safety documentation for KSC programs.

#### **C.7.1.2 TECHNICAL AND ORGANIZATIONAL INTEGRATION**

- (a) The contractor shall assure technical and organizational integration for all contract related functions of SMA activities across all disciplines is accomplished and ensure any issues and concerns which are identified are adequately reviewed and resolved in a manner acceptable to those disciplines. Interface with internal and external organizations as required assuring the technical and organizational integration of SMA activities across all disciplines and across all programs/projects.
- (b) The contractor shall provide support for management of organizational issues to include resource management and workforce analyses.
- (c) The contractor shall provide recommendations for the establishment or revision of SMA policies and requirements through analyses and evaluation of all levels of policy or program documentation. In addition, the contractor shall coordinate SMA policy inputs and highlight for resolution of issues and concerns affecting more than one SMA discipline.
- (d) The contractor shall assist in the development of integrated SMA technical and organizational analyses and assessments. In addition, the contractor shall provide integrated technical and organizational products, processes, and milestones, and coordinate technical and organizational inputs and highlight for resolving issues and concerns affecting more than one SMA discipline.
- (e) The contractor shall integrate expertise and support development of SMA assessment strategies, tools and techniques, and conduct assessments and provide reports to NASA identifying products and processes needing effectiveness and efficiency improvement in the implementation of SMA requirements. Moreover, the contractor shall analyze those processes and recommend specific improvements.
- (f) The contractor shall coordinate the review and evaluation of new, existing or changes to existing hardware, software, and processes for SMA technical and organizational impacts. The contractor shall develop and present integrated presentation packages and supporting documentation for technical and organizational SMA issues.
- (g) The contractor will flow down NASA Headquarters and Program requirements into NASA KSC SMA operating plans, procedures and work instructions.

- (h) The contractor will provide administrative support for SMA boards, panels, committees and independent assessment activities. Administrative support will include providing technical writing expertise.

#### **C.7.1.3 SMA POLICY DEVELOPMENT SUPPORT**

- (a) The contractor shall support the KSC SMA Integration Office, which provides NASA SMA policy and requirements expertise within SA and all directorates across the Center.
- (b) The contractor shall support the KSC SMA Integration Office and act as a liaison to the 45th Space Wing Safety Office for collaboration on development of safety policies, requirements, procedures, or agreements, as necessary.
- (c) The contractor shall provide expertise to assist the SMA Integration Office with developing, writing, and reviewing Agency policy and requirements. The contractor shall ensure requirements from NASA Headquarters and the Office of Safety and Mission Assurance (OSMA) flow down into implementation through procedures.
- (d) The contractor shall research, review, and analyze SMA policy and requirements across KSC.
- (e) The contractor shall support the SMA Integration Office by managing SMA customer agreements, including the Annual Operating Agreement, Memorandums of Agreements and Joint Operating Procedures shared with the Air Force, and other Agency delegations to KSC.

##### **C.7.1.3.1 NASA KSC SMA POLICY ACTIVITIES**

- (a) Perform assessments of SMA policy as requested.
- (b) Perform a review of SMA documents (policy, requirements, processes, plans, etc.) to ensure they are accurate and current with appropriate flow down to programs/projects.
- (c) Integrate comments from document reviews, coordinate changes with affected organizations, and revise documents as required.
- (d) Update and maintain the current KSC SMA documentation tree.
- (e) Review and provide guidance on process/procedure development or updates as requested.
- (f) Review and coordinate changes to OSMA Technical Standards.
- (g) Perform update of any 45th Space Wing Safety and NASA KSC SMA joint operating procedures, agreements or requirements.
- (h) Perform integration and review of SMA Constellation Program documents.

##### **C.7.1.3.2 KNPR 8715.3, KSC SAFETY PRACTICES PROCEDURAL REQUIREMENTS ACTIVITIES**

- (a) Process updates submitted by KSC Form 31-393 NS, Document Change Request (DCR) Sheet, or due to changes in higher level documents.
- (b) Review changes for accuracy, coordinate changes with affected organizations (using KSC Action Item Tracking System), and revise documents as required.
- (c) Obtain required signatures and submit changes to Technical Documentation Librarian for release.
- (d) Develop a plan to the current procedure to process changes to the KNPR 8715.3 to improve efficiency of personnel and/or processes and timeliness for the release of approved changes.



#### **C.7.1.4 DATABASE DEVELOPMENT AND UTILIZATION**

- (a) The contractor shall assist in the development of computer databases utilizing COTS software for performing analyses required in support of safety, reliability, human factors, and quality engineering functions for SA.
- (b) The contractor shall review, access and utilize major databases which support SMA. Databases include, but are not limited to, Government-Industry Data Exchange Program (GIDEP) alerts, Problem Reporting and Corrective Action (PRACA) and the Incident Reporting Information System (IRIS).

#### **C.7.2 SAFETY, RELIABILITY, AND MAINTAINABILITY**

##### **C.7.2.1 PROGRAM RELATED LEVEL RISK ASSESSMENTS**

- (a) The contractor shall conduct and review SMA related risk assessments for new facilities, projects or processes or changes to existing facilities, projects or processes. The contractor shall conduct and review SMA related risk assessments concerning launch services providers' engineering, manufacturing/production, Ground Support Equipment (GSE), Government Furnished Equipment (GFE), ground processing and launch vehicle assembly, test, integration (including spacecraft), and launch operations.
- (b) The contractor shall support safety and reliability risk assessments and presentations for Launch Readiness Reviews, Flight Readiness Reviews, Pre-Launch Assessment Reviews and other flow processing reviews requiring safety and reliability involvement, including, but not limited to, providing hazard reports and Critical Item List status. The contractor shall also support SMA management flow review activities and daily SMA engineering, operational status reviews.
- (c) The contractor shall provide safety and reliability support for programmatic boards to which NASA/KSC provides input or is a member; collect and/or provide impact assessments, coordinate safety and reliability inputs and track/status actions through closure; and report potential safety and reliability items associated with programmatic actions/activities, and assist in resolving safety and reliability issues.
- (d) The contractor shall support NASA/KSC participation in key processing activities during major integrated KSC/Cape Canaveral Air Force Station (CCAFS)/Dryden Flight Research Center (DFRC)/Vandenberg Air Force Base (VAFB) (and any future launch site utilized by the NASA Launch Services Program) operations. This includes launch countdowns, holds and scrubs. The contractor shall assess launch risks issues associated with flight and ground systems, interim problem reports, problem reports, and unexplained anomalies.
- (e) The contractor shall evaluate hardware and software changes processed during the flow for safety and reliability risks. Review and assess closure rationale for selected In-Flight Anomalies and unexplained anomalies. The contractor shall prepare risk assessments to include safety and reliability assessment reports of flow processing activities/problems.

##### **C.7.2.2 SYSTEM SAFETY ENGINEERING/ANALYSIS AND INSTITUTIONAL SAFETY**

- (a) The contractor shall support safety participation in Preliminary Design Reviews, Critical Design Reviews, facility/hardware/software acceptance reviews, as well as design reviews of KSC ground support equipment used to process flight hardware at other launch and landing facilities.

- (b) The contractor shall assist the development of safety engineering-related documentation for KSC programs and processes, and review programmatic safety requirements documents for changes to policy and provide impact assessments and recommendations.
- (c) The contractor shall review, assess and provide recommendations for SMA related waivers or deviations.
- (d) The contractor shall integrate into the flight hardware processing at KSC through insight or oversight of both KSC contractors and customers.
- (e) The contractor shall conduct safety analyses and assessments of selected design, testing, operational or flow processing problems involving safety issues, and prepare reports of findings. These assessments may include hazard analyses, hazard worksheets, fault trees, probabilistic risk assessments and hazard reports. The contractor shall provide safety expertise and technical support to selected investigation boards.
- (f) The contractor shall review and evaluate existing, new, or revised KSC hazard reports prior to NASA/KSC Safety approval to ensure the correct engineering technical data and risk assessment have been provided and prepare KSC hazard reports or updates in accordance with policy/regulations as requested. The contractor shall also maintain status of hazard reports and updates in progress and prepare and support processing of Configuration Control Board (CCB) Directives and Change Requests for all KSC hazard reports.
- (g) The contractor shall review all ground support equipment safety analysis reports and associated procedural hazard reports to ensure the correct engineering technical data and risk assessment have been provided. In addition, the contractor shall participate in the Ground Readiness Review Programs, develop review item dispositions as required, and participate in associated safety analysis review boards and assist in conversion of selected safety analysis reports procedural hazard reports to KSC hazard reports.
- (h) The contractor shall review System Assurance Analyses (SAAs), Ground Phase Safety Review Safety Packages, Missile System Payload Safety Packages, and safety and reliability assessments submitted by operational contractors and prepare technical critique for safety impact. The contractor shall also review CILs and assess impact on KSC and review launch services providers and related spacecraft hazard reports. The contractor shall support SAAs and or safety and reliability assessments Table Top Reviews (TTRs).
- (i) The contractor shall review all proposed ground system maintenance and operations specification requirements changes and selected flight file maintenance and operational specification requirement changes affecting maintenance and operational safety, prepare assessment of safety impact, and support KSC Level III Board meetings.
- (j) The contractor shall support the planning for, and introduction of selected hardware/software systems into the KSC flow process, and review trade studies, technical reports, requirements documentation, hazard analyses, and provide safety impact assessments.
- (k) The contractor shall support KSC Level II and III boards and board meetings. In addition, the contractor shall review and evaluate safety impacts of proposed board directives and provide summary assessments of the findings.
- (l) The contractor shall provide operational and technical support to KSC Safety and Engineering Review Panels (SERPs) for the Shuttle and Constellation programs. Primary activity includes reviewing products submitted to the Panels for approval and providing recommendations for acceptance/rejection based on technical assessments. Additional activities include assisting in the disposition and documentation of Panel agenda items, tracking action item closure status, and tracking/statusing of hazard reports and CILs. The contractor shall also assist in ensuring KSC SERP approved safety documentation, hazard reports and CILs are processed through the appropriate Level III and II approval process.

- (m) The contractor shall provide safety expertise and support development of SMA assessment strategies, tools, lessons learned, and techniques. The contractor shall also evaluate KSC systems (hardware/software) and processes, identify safety areas needing effectiveness and efficiency improvements, and analyze those processes and recommend specific improvements.
- (n) The contractor shall support development of innovative and emerging SMA technical/management processes and products, for application to KSC design, operational, and maintenance activities.
- (o) The contractor shall manage, operate, and maintain an electronic and hardcopy repository for safety engineering documentation reviewed or generated during the performance of this contract.
- (p) The contractor shall support specialized engineering areas such as the pressure vessel certification, propellants, ordnance, both ionizing and non-ionizing radiation, and cryogenics.
- (q) The contractor shall support the review and assessment of procedures that govern the processing flight hardware.
- (r) The contractor shall support a wide range of traditional institutional safety areas such as, but not limited to, the OSHA Voluntary Protection Program (VPP) for civil servants, OSHA compliance/facility inspections, railroad safety, construction safety, aircraft safety, high pressure safety, explosives, mishap investigation, job hazard analysis and safety awareness products. The contractor shall support compliance activities with 29CFR1910, Occupational Safety and Health Standards and 29CFR1926, Safety and Health Standards for Construction.
- (s) The contractor shall support the SMA functions related to the NASA Safety Reporting System (NSRS), the KSC Opportunity for Improvement Program (OFI), and support activities of the KSC Ombuds Program.
- (t) The contractor shall develop safety metrics and report trends and summary results.
- (u) The contractor shall perform operational safety inspections and assessments and report results.
- (v) The contractor shall support the KSC Lifting Device and Equipment Manager (LDEM) and ensure requirements of NASA-STD-8719.9, Standard for Lifting Devices and Equipment are understood and applied across program lines and in all facets of KSC functional control areas, including Government and contractor organizations. Support to the LDEM will include, but not limited to, performing annual suspended load crane inspections. LDE assessments, review of contractor operator certification and training programs and maintaining and updating the KSC LDE Community website.

#### **C.7.2.3 RELIABILITY AND MAINTAINABILITY ENGINEERING ANALYSIS**

- (a) The contractor shall support reliability and maintainability participation in scheduled technical reviews such as System Requirements Review, System Definition Review, Preliminary Design Review, Critical Design Review, facility/hardware/ software acceptance reviews, as well as design reviews and assigned KSC/CCAFS/DFRC/VAFB (and any future launch site utilized by the NASA Launch Services Program) GSE used to process flight hardware.
- (b) The contractor shall assist in the development of reliability and maintainability engineering-related documents for KSC programs and process and to ensure these documents comply with NASA Agency-level Programs/Projects, and KSC policies and requirements. The contractor shall also review programmatic reliability and maintainability requirements documents for changes to policy and provide impact assessments and recommendations.
- (c) The contractor shall conduct reliability and maintainability analyses and assessments of selected design, operational or flow processing problems involving reliability and maintainability

issues, and prepare reports on findings, and provide recommendations for improvement. The contractor shall prepare reliability and maintainability documentation for these assessments, including criticality assessments, Failure Modes and Effects Analyzes (FMEAs), CILs, quality and quantitative Fault Tree Analysis, and reliability and maintainability prediction/analysis.

- (d) The contractor shall prepare or review SAAs, Safety and Reliability Assessments (SRAs), FMEAs, Process Failure Modes and Effects Analyzes (PFMEA) and CILs submitted by operational contractors and prepare technical critique for reliability and maintainability impact. The contractor shall support SAA, SRA TTRs.
- (e) The contractor shall review and develop maintenance requirements and assess adequacy of tests and inspections performed in those areas critical to reliability and maintainability. In addition, the contractor shall perform selected Reliability-Centered Maintenance (RCM) and Maintenance Concept studies, including equipment repair time, mean down time, mean time between maintenance, equipment availability, and spares analysis.
- (f) The contractor shall provide reliability and maintainability expertise and support development of SMA assessment strategies, tools, and techniques, and evaluate KSC/CCAFS/DFRC/AFB (and any future launch site utilized by the NASA Launch Services Program) and assigned VAFB systems (hardware/software) and processes, identifying reliability and maintainability areas needing effective and efficiency improvements. The contractor shall analyze those processes and recommend specific improvements.
- (g) The contractor shall support development of innovative and emerging SMA technical/management processes for application to KSC design, operational, and maintenance activities.
- (h) The contractor shall manage, operate, and maintain an electronic and hardcopy repository for reliability and maintainability engineering documentation reviewed or generated during the performance of this contract.
- (i) The contractor shall prepare or review the Probabilistic Risk Assessment (PRA).
- (j) The contractor shall perform or review reliability and maintainability trade-off studies and analysis.
- (k) The contractor shall review the reliability test program.
- (l) The contractor shall provide guidance to KSC programs/projects in Electronic, Electrical, Electromechanical (EEE) parts selection, procurement, application, and testing.

### **C.7.3 QUALITY PROGRAM**

#### **C.7.3.1 PROGRAM RELATED LEVEL RISK ASSESSMENTS**

- (a) The contractor shall support quality assessments and presentations for Launch Readiness Reviews, Flight Readiness Reviews, Pre-launch Readiness Reviews, and other flow processing reviews requiring quality involvement, including providing status of corrective action, open work and work deferral. The contractor shall also support SMA management flow review activities, and daily SMA engineering, operational status reviews.
- (b) The contractor shall provide quality support for programmatic boards to which NASA/KSC provides input or is a member, collect and/or provide impact assessments, coordinate quality inputs and track status of KSC actions through closure, and report potential quality items associated with programmatic actions/activities and assist in resolving quality issues.

- (c) The contractor shall integrate into the flight hardware processing at KSC/VAFB through insight or oversight of both KSC contractors and customers.

#### **C.7.3.2 KENNEDY SPACE CENTER QUALITY REQUIREMENTS/ASSESSMENTS**

- (a) The contractor shall use NASA regulations, policies, directives and other guidance to assist in the development of quality-engineering related documentation reviewed or generated during the performance of this contract.
- (b) The contractor shall provide quality expertise and support development of SMA assessment strategies, tools, and techniques such as quality sampling, inspections, surveillance, audits, statistical process control, trending and forecasting. The contractor shall evaluate KSC and assigned CCAFS/VAFB and any future launch site utilized by the NASA Launch Services Program systems (hardware/software) and processes. This will include launch services providers' design, manufacturing/production, integration and launch site facilities. Identify quality areas needing effectiveness and efficiency improvements. Analyze these processes or changes to existing processes and recommend specific improvement.
- (c) The contractor shall support development of innovative and emerging SMA technical/management processes and products for application to KSC design, operational, and maintenance activities.
- (d) The contractor shall manage, operate, and maintain an electronic and hardcopy repository for quality engineering documentation.
- (e) The contractor shall perform reviews of program and project requirements and evaluate against Quality Requirements (NASA, SSP, ISS, LSP, Constellation, and AF Range Safety).
- (f) The contractor shall coordinate and facilitate technical resolution of quality issues within SA and other affected parties including other KSC Directorates and AF Range Safety.
- (g) The contractor shall develop quality metrics for programs/projects and perform trending analysis and recommended actions for approval by Government personnel.
- (h) The contractor shall assist NASA in the area of FOD prevention through activities aimed at increasing FOD awareness at KSC, and assessments of FOD metrics. The contractor shall assist NASA with interpreting FOD metrics to identify strengths and weaknesses of various contractors' FOD programs to be used in assessing said contractors' performance. The contractor shall interface with internal and external organizations as required to accomplish the above named requirements to help ensure a successful FOD prevention program at KSC.

#### **C.7.3.3 PROBLEM REPORTING AND CORRECTIVE ACTION EVALUATION**

- (a) The contractor shall provide status of major problems/concerns for KSC management attention, including assessment of failures, schedule slips, workmanship and planning problems, and deferred work. The contractor shall provide a daily status update of the most current problems and concerns.
- (b) The contractor shall recommend candidates for corrective action and additional troubleshooting or analysis actions to include, but not limited to, oil analyses, material failure analysis or non-destructive testing. A timely response is expected of the contractor upon receipt of a Government request for additional assistance with troubleshooting or analysis needs.

#### **C.7.3.4 FIELD OPERATION ASSESSMENT**

- (a) The contractor shall input measures, publish selected reports, analyze results, and recommend appropriate remedial/process analysis actions associated with measurement indicator data.
- (b) The contractor shall support measurement of performance and trend KSC/VAFB operational activities including launch services providers' design, manufacturing/production, integration and launch site facilities; and procurement assurance such as receipt inspection and field verification.
- (c) The contractor shall assist in the assessment of selected contractor analysis programs and support the development of capabilities to meet NASA requirements.
- (d) The contractor shall support quality participation in selected pretest/pretask readiness activities, including test readiness review boards, operational readiness inspections, etc.
- (e) The contractor shall provide the expertise necessary to actively participate in flight hardware/software and associated GSE and Government Furnished Equipment (GFE) problem investigations. Evaluate failures to assure the probable causes and impacts of recurrence control are adequate.
- (f) The contractor shall perform evaluations of operation's requirements and conditions based on selected SMA analyses to assure retention of acceptance rationale.
- (g) The contractor shall review selected engineering changes, waivers, deviations, modifications, and field actions to assist in determining compliance with SMA requirements.
- (h) The contractor shall perform quality inspections of hardware, perform receiving inspections and source inspections and prepare supplier evaluations.

#### **C.7.4 HUMAN FACTORS ENGINEERING**

The contractor shall conduct analyses that identify sources of human error such as to evaluate the visual and physical accessibility provisions, skill level requirements, interpretation of fault indications, handling provisions, safety concerns (weight, touch temperatures, labeling, strength requirements), communication requirements, and environmental impacts (noise, lighting, special clothing, etc.) and opportunities for improvement for ground support equipment and flight hardware processing in both the processing task itself and the instructions for conducting the task. The human factors analysis applies to resolution of problem reports and mishap investigations.

#### **C.7.5 SMA ENHANCEMENTS**

##### **C.7.5.1 PROCESS ANALYSIS**

- (a) The contractor shall assist in establishing criteria for identifying KSC processes including launch services providers' design, manufacturing/production, integration and launch site operations at off-site facilities needing analysis. The criteria shall consider analyses objectives, pass/fail criteria, analysis methods, frequency, and detail of process analysis.
- (b) The contractor shall develop the requirements for a KSC SMA performance measurement system. Requirements are subject to Government approval. This system includes selecting the indicators used to measure analyzed processes, determine data collection methods for established indicators, and accomplish results analyses.

#### **C.7.5.2 SOFTWARE ASSURANCE**

- (a) The contractor shall plan, document, and implement a software assurance program covering the entire software lifecycle in accordance with the applicable Program software assurance plan. This includes documentation of software assurance procedures, processes, deliverables, tools, techniques, and methods to be used.
- (b) The contractor shall develop metrics to be collected and reported in regards to the software assurance program activities, including metrics related to software safety.
- (c) The contractor shall provide software assurance status reports to the customer SMA Manager.
- (d) The contractor shall perform product and process assurance.
- (e) The contractor shall assure that software verification and validation activities are performed according to approved plans, policies, procedures, and standards.
- (f) The contractor shall perform software reliability analyses utilizing metric data and performing trend and root cause analyses.
- (g) The contractor shall perform software product assurance for software development by SMA personnel.

#### **C.7.5.3 SOFTWARE SAFETY**

- (a) The contractor shall provide software safety technical support for research purposes to the NASA KSC Software Assurance Manager. The support will include the following:
  - (1) Assess legacy software projects for compliance with software safety requirements.
  - (2) Research tools for use in the reverse engineering of software.
  - (3) Analyze data for development of software safety risk metrics.
  - (4) Participate in software safety risk evaluation activities.
  - (5) Perform software safety technical consultation activities with the projects in the research study.
  - (6) Review system hazard analyses and software safety analyses for compliance to safety requirements.
  - (7) Assist in the design and development of a software tool to implement the research methodology.
- (b) The contractor shall plan, document, and implement a software safety program covering the entire software lifecycle in accordance with the customer Software Safety Plan and applicable Agency software requirements and standards. This includes documentation of software safety procedures, processes, deliverables, tools, techniques, and methods to be used.
- (c) The contractor shall perform software safety analyses.

#### **C.7.5.4 SURVEYS AND AUDITS**

- (a) The contractor shall support the development and maintenance of requirements and related documentation for KSC SMA survey and audit programs.
- (b) The contractor shall support SMA survey and audit activities. This includes evaluation of operations, products, and processes to identify candidate areas for survey and audit activities, identifying and organizing process audits and surveys to be accomplished, and participating in

performance of SMA surveys and audits to identify efficiencies and improvements in operations, products, and processes.

- (c) The contractor shall provide expertise and support development of SMA assessment strategies, tools, and techniques. Evaluate survey and audit activities and processes; identify areas needing effectiveness and efficiency improvements, and recommend specific improvements.

#### **C.7.6 TRAINING DEVELOPMENT**

The contractor shall support development of training and qualification requirements for NASA and NASA contractor SMA personnel.

#### **C.7.7 RANGE SAFETY**

The contractor shall provide SMA technical support to the NASA Range Safety Program at KSC. The support will include the following tasks:

- (a) Development, implementation and/or enforcement of NASA Range Safety Policy. NASA Range Safety Policy is subject to Government approval. This is to be accomplished via the technical evaluation of range safety policy and requirements in support of program and safety reviews that lead to on-console support for Shuttle, LSP and the Constellation program. The contractor will also perform an evaluation of range safety variances, reviewing range safety risk assessments and providing recommendations to KSC and Agency Range Safety Managers.
- (b) Support NASA Range Safety in providing risk assessment evaluation at KSC for Shuttle, LSP, Constellation and any other space flight activities at KSC. Support risk assessment processes in flight testing and/or launch operations at Eastern and Western Test Ranges. The contractor shall participate in Shuttle and Constellation Range Safety Panels and development, maintenance, and updating of the Shuttle Launch and Landing Implementation Plans. The contractor shall use current, validated, widely accepted risk assessment tools and common criteria for all NASA Centers and Programs. The contractor shall support S&MA with on-console support for NASA LSP missions at the Eastern and Western Test Ranges and provide technical expertise for evaluating and providing recommendations for any FTS requirement variances to EWR 127-1, Eastern and Western Range Safety Requirements; AFSPCMAN 91-710, Range Safety User Requirements and NPR 8715.5, NASA Range Safety Program.
- (c) The contractor shall review, update and provide qualified instructors (as necessary) for the suite of range safety program courses developed for the NASA Safety Training Center (NSTC). This task applies to the existing Range Safety Orientation, Flight Safety Analysis, Flight Safety Systems and Range Safety Operations courses. Contractor personnel must have the knowledge, skills and experience necessary to provide the updates and instruction, and must be familiar with DoD and NASA launch range operations. The contractor must have experience and be proficient at operating the range safety display equipment at Wallops Flight Facility. The range safety program function is responsible for updating the material in all modules, and course updates will be provided to the NSTC for instruction purposes. The contractor is responsible for the review and update of previously developed courses.
- (d) The contractor shall perform range safety related portions of independent assessments/audits at NASA Centers involved in flight-testing and/or launch operations.
- (e) The contractor shall provide continued support of the development of the joint Air Force Space Command and Federal Aviation Administration range safety requirements. This includes participation in weekly telecons and review/comments activities. The focus is to monitor this activity and voice NASA concerns for changes or additional requirements that may jeopardize or



negatively affect NASA programs, and inform NASA Range Safety when Government engagement is required.

- (f) The contractor shall review and update of any NASA range safety Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), Joint Operating Procedure (JOP) policy or requirements. This includes the researching, writing and/or updating of any documents or agreements required to support the range safety program.
- (g) The contractor shall provide oversight and guidance for development of common tools that can be used in support of Range Safety Analysis or Operations.
- (h) The contractor shall be responsible for production of the Range Safety Report (DRD 05). This annual report will be in an electronic format capable of being uploaded to appropriate websites by NASA KSC personnel.
- (i) The contractor shall support Range Safety Systems Development. This will include providing technical review and interface with programs developing new range safety systems such as the Enhanced Flight Termination System, the Autonomous Flight Safety System, Space Based Demonstration and Certification Program and any other new development that may have range safety system implications. This includes participation in telecons, meetings and facilitating discussions with the 45th and 30th Space Wings and NASA HQ as required.
- (j) The contractor shall facilitate and aid in the establishment of Uninhabited Aerial Vehicle (UAV) requirements, processes and procedures with the Eastern Range to accommodate future UAV activity at KSC. This includes assisting the 45th Space Wing in development of a UAV Range Safety Requirements document and KSC development of a Flight Certification Approval Process and a Concept of Operations/Support Plan for UAVs. This includes coordination with WFF and DFRC for consistency across NASA programs.
- (k) The contractor shall ensure technical competency and excellence throughout the NASA Range Safety Program by remaining involved in the range safety community via support of technical interchange meetings, forums and conferences with other NASA Centers, Government agencies and commercial enterprise. This includes participating in the Range Commander's Council and sub-groups as a minimum.

Note: Many of the tasks identified in this sub-section are required to meet the objectives of the range safety program are not tied to any specific timeline or deliverable. Many are based on launch schedules, program requirements, KSC Range Safety needs and other range safety related emerging processes that occur continuously throughout a given year. The NASA Range Safety Manager, through the COTR, is responsible to monitor workload and prioritize work associated with this Section. There will be less involvement in the lower level tasks, in some cases.

#### **C.7.8 INDEPENDENT ASSESSMENTS**

- (a) The contractor shall conduct Independent Assessments to provide programmatic, technical, and process expertise within each SMA discipline to enhance the success of SSP, ISS, Constellation development and operations, Expendable Launch Vehicle (ELV), Range Safety, and KSC Institutional facilities and processes.
- (b) Assessments may be confined to matters at KSC, or performed jointly with Johnson Space Center, Marshall Space Flight Center or other NASA Centers.
- (c) Assessments shall be performed in accordance with KDP-P-1453, SMA Independent Assessment Process. This process utilizes an Independent Assessment Plan, which contains the nature of the assessment, background information, assessment approach, reference documents, personnel assignments, and schedule.

- (d) The contractor shall work independently or as part of a Government/contractor team to accomplish the assessments.
- (e) The contractor shall perform Independent Assessments, which are wide and varied. Listed below is a sample of subject matter which the contractor may be tasked to assess:
  - (1) Hazards, failures, and/or deficiencies evaluations.
  - (2) Weaknesses in KSC processes, procedures, and facilities.
  - (3) NASA Programmatic Audits and Reviews.
  - (4) Measuring the effectiveness of SMA processes and procedures that directly support KSC programs.
  - (5) Review and evaluate Work Authorization Documents (WADs) to assure compliance with quality requirements.
  - (6) Review and evaluate FMEA/CILs.
  - (7) Review and evaluate Hazard Analyses, Hazard Reports, Fault Tree Analyzes, PFMEA, and Ground Operations Risk Assessments.
  - (8) Participate in and assist NASA Mishap Investigation Boards and prepare root cause analysis when required.
  - (9) Review NASA contractor mishap reports to ensure proposed corrective actions are completed.
  - (10) Independently evaluate engineering and operations issues to assure risks are identified and controlled and develop and evaluate alternative solutions.
  - (11) Participate in SMA audits and document findings and corrective actions.
  - (12) Analyze SMA performance of audits; evaluate audit findings, and follow-up on responses and actions.
  - (13) Perform independent safety risk assessments.
  - (14) Provide SMA support to Boards and Panels that support launch decision reviews.

### **C.7.9 METROLOGY**

The Metrology (measurement science) Program at KSC is delegated by OSMA as the NASA Met/Cal Program Center, which currently has the task of upgrading the overall NASA Metrology Program. This program supports SMA, other Directorates, and NASA HQ. The contractor shall provide expertise in metrology calibration and measurement science. Metrology support will include the following:

#### **C.7.9.1 KSC METROLOGY AND CALIBRATION SUPPORT ACTIVITIES**

- (a) Surveillance of KSC calibration labs and report results
- (b) Develop/Edit/Revise KSC Met/Cal documentation (i.e., KNPR 8730.1, KCA 1643).
- (c) Propose/Manage/Report on KSC Met/Cal Projects.
- (d) Assess Out-of-Tolerance Calibration Reports and Assess/Report impacts.
- (e) Participate in the KSC Measurement Assurance Working Group.
- (f) Perform assessment of measurement processes as requested and provide written results.

- (g) Integrate Met/Cal requirements into KSC Constellation documents.
- (h) Provide measurement assurance to the Shuttle, Station and LSP programs and report activities.

#### **C.7.9.2 NASA OSMA METROLOGY AND CALIBRATION SUPPORT ACTIVITIES**

- (a) Perform reviews of industry/Government metrology requirement standards as requested and report results.
- (b) Develop and deliver local and NASA-wide guidance standards for metrology as requested.
- (c) Coordinate Measurement Assurance Programs for the NASA Portable Josephson Array Voltage Standard as requested.

#### **C.7.10 EXPENDABLE LAUNCH VEHICLE (ELV) PAYLOAD SMA PROGRAM**

The contractor shall support NASA ELV Payload SMA Program by providing assistance in the development of Program requirements, processes, operations, and documents and assisting in their implementation, coordination and compliance. This is an Agency-wide program focusing on ensuring the safety of personnel and the protection of resources. It involves developing and ensuring compliance with Program requirements that address safety, design, processing, and operations for NASA payloads scheduled for ELV flight.

##### **C.7.10.1 TECHNICAL PROGRAMMATIC SUPPORT**

- (a) Support Program development concepts, processes and related implementation activities.
- (b) Develop or support the development of ELV Payload Safety Programmatic documents as requested (e.g. policy letters, guidelines, handbooks, process flow charts, presentations, approval letters, mission unique programmatic safety plans).
- (c) Support and coordinate telephone conferences, face-to-face meetings, and conferences.
- (d) Coordinate all efforts necessary to have an ELV Payload Safety related conference every 24 months and working group seminar discussions annually.

##### **C.7.10.2 TECHNICAL PROGRAM COMPLIANCE SUPPORT**

Provide support to ELV Payload Safety Manager ensuring ELV Payload Safety and Mission Assurance Program requirements are complied with through:

- (a) Technical Independent Engineering Assessments.
- (b) Technical Engineering Audits.
- (c) Technical Engineering Inspections.
- (d) Technical Engineering Analysis.
- (e) Other Technical Engineering Reviews of spacecraft or GSE, hardware, software, processing and launch facilities, operations and processes.

##### **C.7.10.3 TRAINING**

- (a) Research and recommend training for ELV payload project managers, ELV Payload Engineers and Managers, and Safety and Mission Assurance personnel.

- (b) Develop and execute ELV Payload Safety and Mission Assurance Training classes and ensure eventual implementation by the NASA Safety Training Center (NSTC) ensuring continued course availability.

#### **C.7.11 INFORMATION TECHNOLOGY**

- (a) The contractor shall provide expertise in the design, development and publishing of a variety of web pages using Commercial Off-the-Shelf (COTS) tools (i.e. Macromedia suite of tools) in support of SA. Expertise in the conceptualization, development and publishing of web graphics, to include interactive graphic aids to web navigation are considered essential.
- (b) The contractor shall provide expert database development requirements, conceptualization and requirements consolidation among varied, but related customers within SA. Additional expertise related to combining database development with web publishing to enable efficient and unique Graphical User Interface (GUI) development, refinement and optimization of the database data entry experience is required.
- (c) The contractor shall provide expertise in the administration of existing databases (Database Administration, DBA) used in SMA operations at KSC. Expertise shall extend to all Microsoft database products (e.g. MS Access, MS SQL Server), and other Structured Query Language (SQL) products employing American National Standards Institute (ANSI) SQL. This expertise shall include database security, database optimization, backup and restore, and consulting on database revisions and improvements contemplated over the life of the contract. This function is additional and separate from the capability outlined in Section 7.2.2, System Safety Engineering/ Analysis and Institutional Safety.
- (d) The contractor shall provide expertise in the day-to-day management of provided Share Drives utilized in SA. This activity includes interacting in a helpful and expert manner with all customers in SA requiring data storage and sharing solutions on a rapid turnaround.

#### **C.8 DELIVERABLES**

##### **C.8.1 WEEKLY ACTIVITY REPORTS**

The contractor shall provide weekly activity reports in accordance with (DRD 06) to KSC technical management, reporting actual and potential problems and progress toward meeting contract requirements.

##### **C.8.2 ASSESSMENT AND EVALUATION REPORTS**

The contractor shall provide Assessment and Evaluation Reports, when tasked, in accordance with (DRD 07). These Assessment and Evaluation Reports may include:

- (a) Range Safety Independent Assessment Reports.
- (b) Independent Assessment Plans (for assigned assessments).
- (c) Independent Assessment Reports and Briefings (of the findings and conclusions of assigned assessments).
- (d) Assessments of Prime Contractor Risk Analysis and Risk Documentation (FMEA, Hazard Analysis, FTA, SAA, PRA).
- (e) KSC Calibration Lab Surveillance Reports results.

- (f) Calibration Assessments Reports results.
- (g) Measurement Process Assessments Reports.
- (h) Quality Process Assessments Reports.
- (i) Evaluation Reports detailing quality requirements, plans and procedures.
- (j) Construction Plan Evaluation Reports.
- (k) Safety and Health Evaluation Reports.
- (l) Corrective Action Assessments.
- (m) Evaluation of Program/Project plans, procedures, requirements, requirement changes.
- (n) Lifting Device and Equipment Assessments.

### **C.8.3 KSC SMA DOCUMENTS**

The contractor shall provide plans, procedures, briefing materials, analysis reports and other documents, when tasked, in accordance with (DRD 08). This documentation may include:

- (a) SMA Flight Readiness Review packages (SARR, SMSR, FRR, LRR, etc.).
  - (b) Updated Range Safety related JOPs, agreements, policies, requirements or processes.
  - (c) Development, maintenance and updating of Shuttle Launch and Landing Implementation Plans.
  - (d) Range Safety training updates to the four established courses.
  - (e) Reports of metrology requirement standard reviews.
  - (f) Reports of quality requirements and standard reviews.
  - (g) Construction Site Inspection Reports.
  - (h) Audit Reports and briefing detailing audit results.
  - (i) Risk Analysis Reports (FMEA, Hazard Analysis, FTA, PRA).
  - (j) Explosive Safety inspection reports.
  - (k) Lifting Equipment inspection reports.
  - (l) Metric reports of safety data.
  - (m) Trend analysis of safety hazards, mishaps, explosives and construction accidents.
  - (n) Metric reports and Trend Analysis of quality data.
  - (o) Mishap corrective action tracking reports.
  - (p) Mishap investigation reports.
- (End of text)

**SECTION D. PACKAGING AND MARKING**

**D.1 NFS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)**

- (a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.
- (b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.
- (c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

## **SECTION E. INSPECTION AND ACCEPTANCE**

### **E.1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)**

- (a) Definition. Services, as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may -
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may-
  - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
  - (2) Terminate the contract for default.

(End of clause)

### **E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

☒ ANSI/ISO/ASQ Q9001:2000 [in effect on the contract date]

☐ Aerospace Standard AS9100 Revision B

The contractor shall become ANSI/ISO/ASQ-Q9001:2000 and AS9100B compliant within 12 months of contract effective date.

(End of clause)

### **E.3 NFS 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (OCT 1988)**

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated: Inspection and acceptance of all work shall be performed at John F. Kennedy Space Center, Cape Canaveral Air Force Station, and such other places of performance or delivery of work required under this contract.

(End of clause)

## **SECTION F. DELIVERIES AND PERFORMANCE**

### **F.1 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

### **F.2 PERIOD OF PERFORMANCE**

The period of performance of this contract is as follows:

Phase-in: March 17, 2008 through March 31, 2008

Base Period: April 1, 2008 through March 31, 2010

Option Period 1: April 1, 2010 through March 31, 2011

Option Period 2: April 1, 2011 through March 31, 2012

(End of clause)

### **F.3 FLEX OPTIONS - LEVEL-OF-EFFORT**

The Government may increase the number of direct labor hours required to be furnished during the period of performance by an amount ranging from 1 to [see paragraph (b) of this clause below]



hours. If the Government elects to exercise its option, referred throughout this clause as a flex option, to increase the number of direct labor hours to be furnished, the contractor will be so notified with a unilateral modification to the contract executed by the Contracting Officer. The terms and conditions relating to the Government's rights as provided herein are as follows:

- (a) The Government may increase the amount of direct labor hours to be furnished up to the amounts specified below by the exercise of one flex option, or by the exercise of multiple flex options, during the period of performance. However, the total number of Flex Option hours within each contract period shall not exceed the amounts specified in B.3.
- (b) For Flex Options exercised within contract periods, the estimated cost and available award fee will be increased by the values computed as follows:
  - (1) Estimated Cost Increase =  $\sum [(LC1 \times LC1 \text{ Rate} \times LC1 \text{ Hours}) + (LC2 \times LC2 \text{ Rate} \times LC2 \text{ Hours}) + (LC3 \times LC3 \text{ Rate} \times LC3 \text{ Hours}) \dots]$  where,
    - (i) LC1 = labor category (see B.1); the "1" means the first labor category of those included in the Flex Option.
    - (ii) LC1 Rate = fully burdened labor rate from B.1 for LC1 for the contract year in which the Flex Option is exercised.
    - (iii) LC1 Hours = the number of hours included in the Flex Option for LC1.
  - (2) Available Award Fee Increase = Estimated Cost Increase x Factor where,
    - (i) Factor = rate to be proposed by offeror and agreed to be the parties prior to contract award.

(End of clause)

## **SECTION G. CONTRACT ADMINISTRATION DATA**

### **G.1 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (JUN 2000)**

- (a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **B.1.1.**
  - (b) Beginning 12 months after the effective date of this contract, the Government shall evaluate the contractor's performance every 12 months to determine the amount of award fee earned by the contractor during the period. The contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the contractor's performance in accordance with **J.2.** The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
  - (c) The Government will advise the contractor in writing of the evaluation results. The NASA/Kennedy Space Center, General Accounting/Accounts Payable Office (Mail Code: GG-B-C2) will make payment based on issuance of unilateral modification by contracting officer.
  - (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.
  - (e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at **B.1.2.** Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.
  - (f)
    - (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.
    - (2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
    - (3) If the Contracting Officer determines that the contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the contractor in writing if it is determined that such discontinuance or reduction is appropriate.
    - (4) Provisional award fee payments will be made prior to the first award fee determination by the Government.
  - (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.
- (End of clause)

**G.2 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)**

- (a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.
  - (b)
    - (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to: NASA/Kennedy Space Center, General Accounting/Accounts Payable, Mail Code: GG-B-C2, Kennedy Space Center, FL 32899.
    - (2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.
    - (3) Copies of vouchers should be submitted as directed by the Contracting Officer.
  - (c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:
    - (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to: Financial Management Division - Accounts Payable, Building 1111, Road C, Stennis Space Center, Mississippi 39529.
    - (2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
      - (i) Copy 1 NASA Contracting Officer
      - (ii) Copy 2 Auditor
      - (iii) Copy 3 Contractor
      - (iv) Copy 4 Contract administration office; and
      - (v) Copy 5 Project management office.
    - (3) The Contracting Officer may designate other recipients as required.
  - (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to: See paragraph (b)(1). This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.
  - (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.
- (End of clause)

**G.3 NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993)**

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of

certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
    - (1) Constitutes an assignment of additional work outside the statement of work;
    - (2) Constitutes a change as defined in the changes clause;
    - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
    - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
    - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
  - (c) All technical direction shall be issued in writing by the COTR.
  - (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--
    - (1) Rescinded in its entirety; or
    - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
  - (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
  - (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.
- (End of clause)

#### **G.4 NFS 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JUL 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.

- (1) Equipment to be made available: Administrative desktop computer seat. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
  - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
  - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: None.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.
- (End of clause)

**G.5 NFS 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)**

- (a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.
- (b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.
- (c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.
- (d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

- (e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

## **SECTION H. SPECIAL CONTRACT REQUIREMENTS**

### **H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/> . NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

- (a) NASA Federal Acquisition Regulation Supplement (48 CFR Chapter 18)
  - (1) NFS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
  - (2) NFS 1852.223-70 SAFETY AND HEALTH (APR 2002)
  - (3) NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
  - (4) NFS 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)

### **H.2 NFS 1852.225-70 EXPORT LICENSES (FEB 2000)**

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

### **H.3 NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)**

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.
- (b) The nature of this conflict is: An unfair competitive advantage, existence of conflicting roles that might bias the Contractor's judgment, and potential for access to other contractor's confidential business information. See the clause at H.8.
- (c) The restrictions upon future contracting are as follows:
  - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the

work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

#### **H.4 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)**

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Personnel/Position:

, Program Manager  
, Supervisor  
Contracts Director

(End of clause)

#### **H.5 NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) - ALTERNATE II (OCT 2000)**

- (a) The on-site Government personnel observe the following holidays: New Year's Day, Labor Day, Martin Luther King, Jr.'s Birthday, Columbus Day, President's Day, Veterans Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas Day, and any other day designated by Federal statute, Executive order, or the President's proclamation.
- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work



already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

- (d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

#### **H.6 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (JAN 2007)**

##### **(a) Identification of Employees**

###### **(1) Badging**

- (i) Kennedy Space Center (KSC) badging is mandatory for all contractor personnel (e.g. administrative, technical, Architect and Engineering, supervisory, construction crafts, etc.) who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary. Identification and badging of employees must be completed prior to issuance of a Notice to Proceed by the Contracting Officer, if applicable, or commencement of activities by unbadged employees.
- (ii) Prior to proceeding with performance, the contractor shall submit the following information to the contracting officer, who will certify it and pass the information on to the Badging office:
  - (A) Contract number and location of work site(s);
  - (B) Contract commencement and completion dates;
  - (C) Status as prime or subcontractor; and,
  - (D) Name of the contractor designated security/badging official. (Designated badging officials must receive a badging briefing, identifying badging requirements/restrictions, prior to being authorized as badging officials.)
- (iii) During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed at all times while on KSC or CCAFS property, unless wearing the badge creates a safety hazard. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately deliver such employee's identification and access badge(s) to the Security Badging office, either at a Pass and Identification Station (PIDS) or in the Visitor Records Center, Room 1470, KSC Headquarters Building. NASA Identification badges remain the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
- (iv) To ensure timely and efficient issuance of identification and special access badges to contractor personnel, immediately after contract award but prior to notice to proceed or work on-site, the contractor shall designate in writing to the Contracting Officer a security/badging official for the contract/contractor. Concurrently, the designated security/badging official shall submit to the Contracting Officer a KSC Form 20-162 (Request for KSC Picture Badge) for each employee requiring access to KSC or

CCAFS. This is the minimum paperwork required for each employee (and subcontractor employee) for issuance of identification badges only.

- (2) Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24 Compliance
  - (i) In compliance with Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24, all persons who will have access to Government controlled facilities or access to a Federal information system for a period of in excess of 180 days must have a favorably completed National Agency Check with Written Inquiries (NACI). To accomplish this, the forms listed below need to be submitted to the Personnel Security Support Office, Room 1503, KSC Headquarters Building. FIPS Pub 201 requires identification verification be accomplished by the applicant (person to be badged) providing two items of identification listed in Department of Homeland Security (DHS) Form I-9.
    - (A) KSC Form 20 – 87, NASA PRP Investigation and Qualification Data Request;
    - (B) FD Form 258, Fingerprint Card
    - (C) Standard Form 85, Questionnaire for Non-Sensitive Positions; and,
    - (D) Optional Form 306, Declaration for Federal Position Employment.

(b) Badging Restrictions/Categories

- (1) White Temporary Pass (WTP). Under current KSC security restrictions, an “Unescorted” White Temporary Pass (WTP) is required for unescorted entry through the KSC perimeter gates. (Permanent picture badges are no longer required.) The contractor’s designated security/badging official is authorized to request issuance of WTPs (or consent to retain existing WTPs) for those individuals that he/she can “vouch” for, based upon verification of U.S. citizenship and demonstrated work history. The contractor security/badging official is responsible for ensuring the integrity of this system, will be held accountable for issuance of a WTP to any unauthorized individual, and is responsible for the behavior of anyone for whom s/he authorizes a badge.
- (2) Pink Temporary Pass (PTP). Any individual for whom the designated security/badging official cannot “vouch” in accordance with the above criteria will be issued a “To Be Escorted” Pink Temporary Pass (PTP). All persons with PTPs, including vendors, must be signed in at the perimeter gate and escorted to and from the job site. The escort must maintain visual contact with their escortee(s) at all times and shall escort them off KSC property at the conclusion of their on-site work.
- (3) Green Temporary Pass (GTP). Persons who are not a United States citizen or are an employee of a foreign Government, company, or other foreign entity must be so identified by being issued a green temporary pass. Each such employee must obtain individual prior approval for entry from the KSC International Visits Coordinator (IVC) in the NASA Protective Services Office (TA-G).
- (4) Access to Controlled Areas within KSC.
  - (i) Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a security officer or a monitoring device. Access into such areas is classified as either “escorted” or “unescorted” access. For unescorted access into these areas, for each employee, the contractor must submit to the Contracting Officer’s Technical Representative (COTR), in addition to the NACI forms listed above in paragraph

A.3.a-d, a NASA Form 1730, Request for Unescorted Access/Personnel Reliability Program.

- (ii) The NASA Protective Services Office, or its designee, the Personnel Security Support Office (PSSO), will determine whether the person is eligible for unescorted access within 14 working days after the receipt of the properly completed forms and so inform the COTR. The COTR will notify the contractor of the NASA Protective Services Office's approval/disapproval. Access to controlled areas is granted when the requisite safety training has been successfully completed.
- (iii) All contractor employees utilized on the job site will not require unescorted access. However, it is the contractor's responsibility to designate and submit the required information on a sufficient number to provide escort service to those not cleared for unescorted access. The contractor escort will be required to meet the work crew at the security area gate at the beginning of the contractor's workday/shift and escort them as a group to the job site. The escort will keep the crews within site until they are escorted back to the area gate at the end of the workday. No authorized personnel will leave the immediate work area without an appropriately badged escort.
- (iv) The Government will provide, at no cost to the contractor, investigative services for a designated number of employees/workers escorts. If, through attrition or personnel turnover, the contractor requires additional employees to be investigated for unescorted access, the contract price shall be reduced by \$100.00 per person in excess of the designated number. If, because of varying mobilization approaches, the contractor desires unescorted access for more than the stated quantity, the contractor may request additional clearances at a reduction in contract price of \$100.00 per person.
- (v) The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. The Government will not provide escort service under this contract. The contractor shall be responsible for all delays and costs caused by its failure to provide for unescorted access. All requests for unescorted access by subcontractors will be submitted through the prime contractor to the COTR for processing by the NASA Protective Services Office, or its designee, the PSSO.
- (vi) One or more on-site training classes may be required for admittance to the work area and for inclusion on the Job Site Access List for Controlled-access Areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR. The contractor shall maintain a record of employees receiving the training.
- (vii) This project is to be performed in a limited access area. The designated number of employees for whom interim unescorted access investigations will be performed at no cost to the contractor is 0 (fill in quantity).

(End of clause)

#### **H.7 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (APR 2007)**

- (a) The publications listed in below, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications. Publications: Number, Title
  - (1) QA-UG-0001, KSC Employee Safety & Health Pocket Guide (See Note 1)

- (2) JHB 2000, Consolidated Comprehensive Emergency Management Plan
  - (3) KNPd 1440.1, KSC Records Management and Vital Records Programs
  - (4) KNPd 1800.2, KSC Hazard Communication Program
  - (5) KNPd 1810.1, KSC Occupational Medicine Program
  - (6) KNPd 8500.1, KSC Environmental Management
  - (7) KNPR 1600.1, KSC Security Procedural Requirements
  - (8) KNPR 1820.3, KSC Hearing Loss Prevention Program
  - (9) KNPR 1820.4, KSC Respiratory Protection Program
  - (10) KNPR 1870.1, KSC Sanitation Program
  - (11) KNPR 4000.1, Supply and Equipment System Manual
  - (12) KNPR 6000.1, Transportation Support System
  - (13) KNPR 8500.1, KSC Environmental Requirements
  - (14) KNPR 8715.3, KSC Safety Practices Procedural Requirements
  - (15) KNPR 8830.1, Facilities and Real Property Procedural Requirements
  - (16) KNPR 2570.1, KSC Radio Frequency Spectrum Management Procedural Requirements  
[During periods of special testing on Kennedy Space Center and at the Cape Canaveral Air Force Station, the contractor may be required to cease radiating on any radio equipment that may be utilized at the time. Any construction equipment utilized by the contractor which may be causing radio frequency interference will be required to shut down during special tests. NASA will utilize its frequency analysis equipment to determine the interference.]
  - (17) KNPd 1600.3, Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property
- (b) Note 1: The contractor shall immediately call for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation or treatment is offered and refused.
- (c) Emergency Response onsite at KSC or CCAFS: 911 from a landline phone service or 321-867-7911 from a cell phone
- (End of clause)

#### **H.8 ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) In performing work under this contract, the contractor may be required to inspect, evaluate, assess, critique, review or perform other similar services with respect to products or services provided by the contractor under other NASA contracts. The occurrence of situations of this kind could possibly cause the contractor's judgment to be influenced favorably toward such products or services in performing S-MASS under this contract. In addition, the contractor may be required to perform tasks, which will affect the quantum or nature of work to be performed by the contractor under other Government contracts. In order to eliminate or adequately mitigate any conflict of interest which may arise from either of these situations, the prime contractor agrees that it will:

- (1) Provide the Contracting Officer immediate notice in any case where the contractor learns that it or its subcontractors will either be
    - (i) Performing inspection, evaluation, or similar work concerning products and services which contractor provides to NASA under other NASA contracts, or
    - (ii) Developing requirements for the products or services which contractor may provide under another contract;
  - (2) Within 7 calendar days after providing such notice to the Government, submit to the Contracting Officer for approval a proposed plan of action for eliminating or adequately mitigating the conflict identified (and subsequently submit any modifications to such plan as may be requested by the Contracting Officer); and
  - (3) Implement the plan of action as approved by the Contracting Officer. The contractor shall not undertake the performance of work for which notice has been given until the prime contractor's plan has been approved, unless the Contracting Officer authorized the prime contractor to proceed with the work pending approval. Where the term "contractor" is used in this clause, it shall be deemed to mean the prime contractor, and any subcontractor, except in the instance where the term "prime contractor" is specifically used.
- (b) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data or other companies, and as long as these data remain proprietary or confidential, the contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with other companies.
- (c) Notwithstanding any other provision of this clause, if the contractor develops complete specifications or statements of work under this contract for nondevelopmental items, and such specifications or statements of work are incorporated into a subsequent NASA solicitation, the contractor shall be ineligible to furnish the items described in such solicitation. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the prime contractor (or determined by the Contracting Officer in the event the parties are unable to agree), sufficient to avoid unfair competitive advantage or potential bias. The contractor shall not be eligible in any case to compete for the initial contract, including any options, for nondevelopmental items for which contractor has prepared complete specifications or statements of work. NASA shall not unilaterally require the prime contractor to prepare such specifications or statements or work under this contract.
- (d) The contractor agrees to include the substantive provisions of this clause in any subcontracts, appropriately modified to reflect a prime-subcontract relationship.
- (End of clause)

#### **H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [Insert date of offer] are hereby incorporated by reference in this resulting contract.

(End of clause)

#### **H.10 EQUAL EMPLOYMENT OPPORTUNITY REPORTING**

The contractor shall provide a copy of their annual Standard Form 100 (EEO-1) report filing to the Contracting Officer within seven days of submission to the Office of Federal Contract Compliance Programs. This report may be provided either electronically or in hard copy.

(End of clause)

## **SECTION I. CONTRACT CLAUSES**

### **I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/> . NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### **(a) Federal Acquisition Regulation (48 CFR Chapter 1)**

- (1) FAR 52.202-1 DEFINITIONS (JUL 2004)
- (2) FAR 52.203-3 GRATUITIES (APR 1984)
- (3) FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (4) FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- (5) FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- (6) FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (7) FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (8) FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- (9) FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
- (10) FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- (11) FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
- (12) FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
- (13) FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- (14) FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
- (15) FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
- (16) FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- (17) FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- (18) FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- (19) FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
- (20) FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

- (21) FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
- (22) FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) [Insert paragraph (a)(3): 30<sup>th</sup>]
- (23) FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) [Insert 15 days prior to contract completion]
- (24) FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) [Insert paragraph (a): 30 days; 60 days. Insert paragraph (c): 4 years]
- (25) FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- (26) FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- (27) FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
- (28) FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- (29) FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) [Insert paragraph (a): \*Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.]
- (30) FAR 52.222-3 CONVICT LABOR (JUN 2003)
- (31) FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)
- (32) FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (33) FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- (34) FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- (35) FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (36) FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- (37) FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)
- (38) FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
- (39) FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- (40) FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- (41) FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- (42) FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- (43) FAR 52.224-2 PRIVACY ACT (APR 1984)
- (44) FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- (45) FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- (46) FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- (47) FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)



- (48) FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
- (49) FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- (50) FAR 52.232-17 INTEREST (JUN 1996)
- (51) FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- (52) FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)
- (53) FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- (54) FAR 52.232-25 PROMPT PAYMENT (OCT 2003) - ALTERNATE I (FEB 2002)
- (55) FAR 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) [Insert paragraph (b): by the date specified for receipt of offers]
- (56) FAR 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- (57) FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- (58) FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- (59) FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- (60) FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- (61) FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- (62) FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (63) FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- (64) FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (65) FAR 52.242-13 BANKRUPTCY (JUL 1995)
- (66) FAR 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
- (67) FAR 52.244-2 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007) [Insert paragraph (d): TBD. Insert paragraph (j): TBD]
- (68) FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- (69) FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- (70) FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- (71) FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)
- (72) FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)
- (73) FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- (b) NASA Federal Acquisition Regulation Supplement (48 CFR Chapter 18)
  - (1) NFS 1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)
  - (2) NFS 1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (MAR 1996)
  - (3) NFS 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)
  - (4) NFS 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
  - (5) NFS 1852.243-71 SHARED SAVINGS (MAR 1997)

**I.2 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I.3 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)**

- (a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) General.
- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
  - (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

**I.4 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)**

(a) Definitions. As used in this clause -

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (c) of this clause.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
  - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
  - (3) For long-term contracts -
    - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
    - (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541330 assigned to contract number Not Applicable. (Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

**I.5 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

- (a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570

1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
  - (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
  - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
  - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a

subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**I.6 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits</u>
-----------------------	--

See Wage Determination Attachment

(End of clause)

**I.7 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**I.8 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
  - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
- (End of clause)

#### **I.9 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
  - (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.
- (End of clause)

#### **I.10 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2007)**

- (a) The contractor shall be responsible for information and information technology (IT) security when –
  - (1) The contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or
  - (2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.
- (b) IT Security Requirements.
  - (1) Within 30 days after contract award, a contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.
    - (i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information

Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

- (ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.
  - (iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.
- (2) The contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.
  - (3) The contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.
  - (4) The contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The contractor may use web-based training available from NASA to meet this requirement.
  - (5) The contractor shall provide NASA, including the NASA Office of Inspector General, access to the contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.
  - (6) The contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the contractor shall provide to the



Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

- (7) The contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.
- (8) When the contractor is located at a NASA Center or installation or is using NASA IP address space, the contractor shall --
  - (i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);
  - (ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and
  - (iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

- (1) Contractor personnel requiring access to IT systems operated by the contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.
- (2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).
  - (i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
  - (ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

- (iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.
- (3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.
- (4) The contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the contractor can demonstrate to the Contracting Officer that the procedures used by the contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.
- (5) Subject to approval of the Contracting Officer, the contractor may forgo screening of contractor personnel for those individuals who have proof of a --
  - (i) Current or recent national security clearances (within last three years);
  - (ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or
  - (iii) Screening conducted by the contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.
- (d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the contractor. The contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.
- (e) The contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- (f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.
- (g) The contractor shall insert this clause, including this paragraph (g), in all subcontracts
  - (1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or
  - (2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

#### **I.11 NFS 1852.215-84 OMBUDSMAN (OCT 2003)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman,

interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Mr. James E. Hattaway, Jr. Address: Kennedy Space Center, Mail Code: AA-B, Kennedy Space Center FL 32899. Telephone/FAX Number: 321.867.2346/8807. Email: James.E.Hattaway@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

#### **I.12 NFS 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

- (a) Definitions.

Historically Black Colleges or University, as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

Small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

Women-owned small business concern, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

- (b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.
- (c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

#### **I.13 NFS 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.
- (e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

#### **I.14 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
  - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
  - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
  - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
  - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

#### **I.15 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)

- (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages \_\_\_\_\_.

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
  - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
  - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

**SECTION J. LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<b>Attach. No.</b>	<b>Title</b>	<b>No. of Pages</b>
J.1	Data Requirements List and Data Requirements	16
J.2	Award Fee Evaluation Plan	4
J.3	Wage Determination	9
J.4	Safety and Health Plan ** See below **	43
J.5	PIV Card Issuance Procedures	3
J.6	Qualifications for Standard Labor Categories	1

To Be Redacted in its Entirety



**ATTACHMENT J.1**  
**DATA REQUIREMENTS LIST AND DATA REQUIREMENTS**

# DATA REQUIREMENTS LIST

DRL Number	Revision
	01
Project/System Safety & Mission Assurance Services Contract	
Contract Number NNK07205192R	Preparation Date 09-14-2007
Contractor TBD	Technical Approval TBD
Attachment Number J.1	Exhibit Number

ITEM NO.	TITLE	CHANGE STATUS
01.	Management Plan	(A) 09/14/07 - NASA/SA
02.	Integrated Technical Management Reports	(A) 09/14/07 - NASA/SA
03.	Management Status Review	(A) 09/14/07 - NASA/SA
04.	Financial Management Reports	(A) 09/14/07 - NASA/SA
05.	Range Safety Report	(A) 09/14/07 - NASA/SA
06.	Weekly Activity Reports	(A) 09/14/07 - NASA/SA
07.	Assessment and Evaluation Report	(A) 09/14/07 - NASA/SA
08.	KSC SMA Documents	(A) 09/14/07 - NASA/SA
09.	Advance Notification of Workforce Reductions Reports	(A) 09/14/07 - NASA/SA
10	Management and Control Plan for Treatment and Access to Sensitive Information	(A) 09/14/07 - NASA/SA
11	Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information	(A) 09/14/07 - NASA/SA

<b>DRL Number</b>	The four-digit DRL number assigned by the Installation DATA Manager's (IDM) office will be entered.
<b>Revision</b>	When a negotiated Contract Data Package is revised, a two-digit revision number, sequentially assigned starting with 01, will be entered by the IDM office.
<b>Project/ System</b>	The title of the project and the system will be entered as provided in the Statement of Work (SOW).
<b>Contract Number</b>	Enter the contract number or the RFP number, whichever is applicable, as established by the Procurement Office.
<b>Preparation Date</b>	Enter the date (month, day and year) as established by the IDM office.
<b>Contractor</b>	Enter the contractor name as established by the SOW. If none is assigned leave blank. If the task is an intercenter function, enter the center concerned (e.g. APO, MSC, MSFC)
<b>Technical Approval</b>	The technically cognizant person responsible for the overall context of the CDP will sign in this block.
<b>Attachment Number</b>	When the DRL is an attachment to a contract or RFP, the attachment number assigned by the Procurement office will be entered.
<b>Exhibit Number</b>	When the DRL is on exhibit to a contract or RFP, the exhibit identification assigned by the Procurement office will be entered.
<b>ITEM NO.</b>	The three-digit line item number assigned by the IDM office will be entered.
<b>TITLE</b>	The title of the data item, as shown in the SOW, the RFP and/or as directed by the CTM will be entered.
<b>CHANGE STATUS</b>	<p>This column serves to record changes to line items during the contract year and/or between formal negotiations cycles. Changes will be recorded by the IDM office as follows:</p> <p>When a line item is added enter: (A) Date (month, day and year) and office symbol of authoritative source, Example: "(A) 7/14/70 - IS-PRO-1".</p> <p>When a line item is deleted enter: (D) Date (month, day and year) and office symbol of authoritative source, Example: "(D) 7/14/70 - IS-PRO-1".</p> <p>When a line item is revised enter: (R) Block identification designator(s) of DRD block(s) being revised, Date (month, day and year) and office symbol of authoritative source, Example: "(R) Blk 6 - 7/14/70 - IS-PRO-1".</p>

**DATA REQUIREMENT FORM INFORMATION--KSC FORM 16-246 NS (Rev. 02/04)**

<b>Reference</b>	<b>Description</b>			
Data Requirement Form Block A	Sequentially number line items beginning with number 001			
Data Requirement Form Block B	Title of the data item, as shown in the Statement of Work or the RFP			
Data Requirement Form Block C	Organization designated to exercise technical and/or administrative control over the data requirement			
Data Requirement Form Block D	<b>Code</b>	<b>Description</b>		
	1	Data requiring written approval by the procuring activity prior to implementation into the procurement or development program.		
	2	Data submitted to the procuring activity for review not later than three weeks prior to project implementation. Data shall be considered approved unless the contractor has been notified of disapproval prior to project implementation.		
	3	Data submitted to the procuring activity for coordination, surveillance, or information.		
	4	Data retained by the contractor to be made available to the procuring activity upon request. The contractor shall furnish a list to the procuring activity.		
	5	Data to be retained by the contractor and reviewed by NASA on request.		
Data Requirement Form Block E	<b>Code</b>	<b>Inspection/Acceptance</b>		
	1	Source/Source		
	2	Destination (OPR)/Destination (OPR)		
	3	Source/Destination		
	4	Certificate of Conformance/Mandatory		
	5	Certificate of Conformance/Optional		
Data Requirement Form Block F	<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
	AD	As Directed	AN	Annual
	AR	As Required	BE	Biennial
	BM	Bimonthly (every 2 months)	BW	Biweekly (every 2 weeks)
	DA	Daily	DD	Deferred Delivery
	MO	Monthly	OT	One Time
	PC	Per Contract	PD	Per Failure
	PE	Per Event	PF	Per Facility
	PG	Per Program	PI	Per Equipment End Item
	PJ	Per Project	PL	Per Launch Flight Mission
	PS	Per System	PT	Per Test
	PV	Per Vehicle	QU	Quarterly
	RD	As Released	RT	One time & Revisions
	SA	Semi Annually	SM	Semi Monthly
	TY	Three Year Period	UR	Upon Request
	WK	Weekly		

Data Requirement Form Block G	Date of initial submittal as follows: Month-Day-Year. If calendar date is not scheduled, the number of days preceding, or following, event to which the data requirement is related (e.g., 90 days prior to launch) is listed.										
Data Requirement Form Block H	"Onetime Only" submittals are entered by month-day-year. For recurring submittals, number coding is used (e.g., 30/10, 90/10, 15/5, etc.) The first digit(s) indicate the number of calendar days from the reporting period's (Block F) start to the data preparation cut off. The second digit(s), after the slash, indicate the number of calendar days from the cut off to the submittal date. Example: If Block F were "MO" and Block H were "30/10", the data would include the entire month and would be submitted within 10 days thereafter.										
Data Requirement Form Block J	Field shows (a) Minor exceptions to the DRD; (b) Stipulation of specific forms when multiple forms are authorized on the DRD; (c) The paragraph, page, etc., in an existing contract where the data requirement is specified; or (d) Additional submittal information, if necessary.										
Data Requirement Form Block K	Organizational symbol, number of copies, and type of copy code(s) (in parenthesis) required for each office. Codes are as follows:										
	<table border="1"> <thead> <tr> <th>Code</th><th>Definition</th></tr> </thead> <tbody> <tr> <td>A</td><td>Regular</td></tr> <tr> <td>B</td><td>Reproducible</td></tr> <tr> <td>C</td><td>Microfilm, Aperture Cards</td></tr> <tr> <td>D</td><td>Others (Explain in remarks, Block J)</td></tr> </tbody> </table>	Code	Definition	A	Regular	B	Reproducible	C	Microfilm, Aperture Cards	D	Others (Explain in remarks, Block J)
Code	Definition										
A	Regular										
B	Reproducible										
C	Microfilm, Aperture Cards										
D	Others (Explain in remarks, Block J)										
Data Requirement Form Block 1	Title or type of document										
Data Requirement Form Block 2	Appropriate number assigned to the DRD										
Data Requirement Form Block 3	Synopsis of the use of the document										
Data Requirement Form Block 4	Date of preparation										
Data Requirement Form Block 5	Installation preparing the DRD										
Data Requirement Form Block 6	Applicable documents by number, (NASA Management Manual, Mil Specifications, Federal Standards, NASA Procurement Regulation, etc.) to which the preparing office (e.g. NASA installations, contractors, etc.) may refer for additional information concerning the data requirement.										
Data Requirement Form Block 7	Affected approved DRDs within the scope of the program when the DRD under preparation creates a significant impact or interface relationship with existing DRDs.										
Data Requirement Form Block 8	Information for preparation of the data required by the data requirements description										

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>						A. Item No. 01	
B. Line Item Title:							
Management Plan							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	5	6	RT	45 Days post Award	As Required		
J. Remarks: N/A							
K. Distribution TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Management Plan				01			
3. Use				4. Date			
This document describes the contractor's overall management systems for the implementation and accomplishment of the contract Statement of Work (SOW).				09-14-2007			
				5. Organization			
7. Interrelationship				6. References			
N/A				**Please see below **			
8. Preparation Information							
<p>This document shall be the master plan which describes the overall Contractor approach for the conduct and implementation of the SOW. Plan contents can be summary in nature but shall provide sufficient information to define the concepts and techniques to be employed in the Contractor's approach to program management of this contract. The Plan shall consist of an index of the Contractor's internal operation plans, directives, and procedures for each of the following areas with a brief discussion as to how they will be utilized in managing the effort and fulfilling the following requirements: Program and Performance Management (e.g. cost, resources, customer satisfaction), risk management and mitigation, Information and Data Management, Quality Assurance, Reliability, and Safety Management.</p> <p>When completing the above listed sections, include the following elements for the designated section. The Program and Performance Management section shall include: (a) A description of how the overall approach creates an efficient and effective interface to the Government in the management and communication of SOW tasks and priorities; (b) A description of the processes for communicating and obtaining Government concurrence with changing priorities and workforce adjustments; (c) A description of the policies, processes, procedures, and techniques proposed to measure the effectiveness of products and services provided; (d) Your proposed approach to measuring, reporting and continuously improving how well customer expectations are met. (e) Your proposed approach to developing and maintaining customer relationships; (f) Describe the steps you will take to ensure that customer interactions are effective.</p> <p>The Risk Management and Mitigation section shall also include: (a) A description of your proposed risk management approach and how it relates to potential areas of risk to performance including the probability of the risk occurring, the impact and severity of the risk; (b) An overview of your proposed risk management process, including identification, analysis, planning, tracking, control, communication, and documentation of risk.</p>							

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL _____</b>						A. Item No. 02	
B. Line Item Title:							
Integrated Technical Management Report							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	2	6	MO	*See J. Remarks	*See J. Remarks		
J. Remarks:							
*As-of-date: Reports shall cover contractor accounting calendar months. Submission shall be within 15 working days of end of accounting month.							
K. Distribution TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Integrated Technical Management Report				02			
3. Use				4. Date			
To provide timely, integrated performance visibility to enhance effective cost, schedule, and technical management, and to provide consolidated documentation on contract activities. Used by the Contractor and NASA for monitoring activity, progress, and accomplishments, and documenting problems, solutions, and corrective actions associated with contract performance.				09-14-2007			
				5. Organization			
7. Interrelationship				6. References			
N/A				N/A			
8. Preparation Information							
The Contractor shall submit monthly performance reports of all work planned and accomplished during each month of contract performance. The report shall include a combination of quantitative, metric, narrative, cost, and schedule information that relates costs to work performed and explains variances between the baselined plan and the actuals submitted.							
Reporting shall be by the levels detailed in the WBS line items and below as necessary to:							
<ul style="list-style-type: none"> <li>-track activity and progress.</li> <li>-communicate to NASA where and why variances are occurring.</li> <li>-analyze variances, assess impacts to technical and schedule performance and discuss recovery plans.</li> <li>-establish the value of work performed against the originally estimated planned end value of tasks.</li> </ul>							
The report shall include issues or problems (contractual, funding, cost, technical, schedule, prioritization, skills, workload, etc.) along with recommended solutions.							
Format:							
Format will vary but shall be prepared in MSWord, MSPowerPoint, or approved equal with a mutually agreed-to format for the audience or to the requirements of the entity receiving the report.							

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL _____</b>						A. Item No. 03	
B. Line Item Title:							
Management Status Review (MSR)							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	1	6	AR	30 Days post Award	As Required		
J. Remarks: Section C, C.6 (d)							
K. Distribution TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Management Status Review				03			
3. Use				4. Date			
To provide data for the assessment of contract progress. To provide visibility to the contractor and KSC Management of actual and potential problems and their progress toward meeting the requirements of the contract.				09-14-2007			
				5. Organization			
7. Interrelationship				6. References			
N/A				N/A			
8. Preparation Information							
The Management Status Review (MSR) Input shall include:							
a. Review of work accomplished, including quantitative description, during the reporting period.							
b. Discussion of non-routine tasks planned for the next reporting period.							
c. Indication of any problems, which may impede performance or impact performance, schedule or cost.							
d. Schedule with milestones.							
e. Labor hours expended by labor category showing overtime hours separately.							
f. Costs expended (by cost element) versus negotiated cost and sub-element funding received.							
g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each sub-element.							
h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.							
<p><u>FORMAT:</u> Contractor format similar to government MSR charts is acceptable, hard copy charts with electronic presentation media is strongly encouraged.</p> <p><u>MAINTENANCE:</u> None required</p>							



## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>						A. Item No. 04	
B. Line Item Title:							
Financial Management Report							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	2	6	AR	30 days post award	30/10		
J. Remarks: Section C, C.6 (e)							
K. Distribution TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Financial Management Report				04			
3. Use				4. Date			
To provide quarterly and monthly financial reports for monitoring program costs. The 533M and 533Q reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts. <a href="http://imcs.ksc.nasa.gov/Contract/default.cfm">http://imcs.ksc.nasa.gov/Contract/default.cfm</a>				09-04-2007			
				5. Organization			
7. Interrelationship				6. References			
N/A				NPR 9501.2D - NASA CFPR			
8. Preparation Information							
<p>The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office. The Financial Management Reports (533M and 533Q) shall be prepared in accordance with the detailed instructions provided on the reverse side of the NASA Forms 533M and 533Q and the supplementary instructions set forth in NPR 9501.2D, Chapter 3.</p> <p>a. 533Q Quarterly Report shall include actual cost and cost projections at the total contract level. The initial 533Q report shall reflect the original contract value detailed by negotiated reporting categories and serve as the original baseline plan.</p> <p>b. 533M Monthly Report shall include actual cost and cost projections at the total contract level.</p> <p>A summary level page reflecting cumulative total contract cost since inception shall be included. Reconciliation between the 533M/533Q and the Cost Performance Report (CPR) or Modified Cost Performance Report (M/CPR) shall be submitted as an attachment to the 533M/533Q Report.</p> <p>A backup report shall be provided that identifies the following fields: Reporting category, PR number, WBS, cost center, fund, current month actuals, cumulative actuals, funding received, variance next month's estimate and monthly actuals at the individual project/program level.</p> <p><b>FORMAT:</b> Contractor internal automated printout reports may be substituted for 533M/533Q forms (with NASA Contracting Officer's approval) provided that the contractor report contains all of the data elements required by NASA Forms 533M and 533Q. Electronic submission of contractor data is strongly encouraged (reference NPR 9501.2, paragraph 3.7).</p> <p><b>MAINTENANCE:</b> None required accomplishment</p> <p><b>DRD Continuation Sheet Attachment</b> <b>TITLE:</b> Financial Management Report <b>DRD #:</b> 04</p>							

## **DRD Continuation Sheet**

**TITLE:** Financial Management Report

**DRD #:04**

**DATA TYPE:** 2

**PAGE:** 2/2

### **G. Initial Submission:**

**533Q:** Within 30 working days after Authority to Proceed (ATP).

**533M:** No later than 30 days after the incurrence of cost.

### **Submission Frequency:**

**533Q:** Quarterly; no later than 15<sup>th</sup> day the month preceding the quarter being reported in columns 8a, 8b, and 8c.

**533M:** Monthly; no later than 10 working days following the close of the contractor's accounting month.

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>						A. Item No. 05	
B. Line Item Title:							
Range Safety Report							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	2	5	AR	12/2008	As Required		
J. Remarks: Section C, C.7.7 (h)							
K. Distribution TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Range Safety Report				05			
3. Use				4. Date			
Range Safety Report will be a web-based document providing a status of the Range Safety Program and document NASA space flight activities.				09-14-2007			
				5. Organization			
7. Interrelationship				6. References			
N/A				NPR 8715.5-NASA Range Safety Program, I.3J			
8. Preparation Information							
Milestones to Annual Range Safety Report:							
a. Prepare Outline/Coordinate inputs with other centers (To be completed no later than May 08)							
b. Prepare first draft/Management review (7 months post outline/coordination no later than Dec 15 2008)							
c. Update/Research (1 month post first draft/review not later than Jan 15 2009)							
d. NASA Management review/update (1 month post update/research not later than Feb 15 2009)							
e. Incorporate NASA Management updates and deliver to NASA Range Safety manager for website posting. (Delivery not later than Feb 28, 2009)							
Deliverables to Annual Range Safety Report:							
a. First Draft (Delivery date Dec 15 2008)							
b. Final Draft for NASA Review (Delivery Date: Feb 15 2009)							
c. Incorporate NASA management updates and deliver to NASA Range Safety Manager for website posting. (Delivery Date: Feb 28, 2009)							

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>						A. Item No. 06	
B. Line Item Title:							
Weekly Activity Reports							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	3	6	WK	2 weeks post Award	7/2		
J. Remarks: Section C, C.8.1							
K. Distribution TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Weekly Activity Reports				06			
3. Use				4. Date			
To provide insight into status of all activities under contract with special emphasis on significant issues and items on the critical path for flight support.				09-14-2007			
				5. Organization			
7. Interrelationship				6. References			
N/A				N/A			
8. Preparation Information							
<p>Minimum Data Requirements:</p> <p>The Offeror's status reports shall be in a brief, informal, narrative format, which describes the progress of activities against planned work with reasons for differences and includes significant activities planned for the next reporting period.</p> <p>Report items that are proceeding without issue and on schedule are to be provided for information. Report items, which include significant issues (technical, cost, or schedule) or are on the critical path for flight support will be discussed during weekly status reviews with NASA Responsible Contractor personnel shall be available to present their statuses, respond to questions, and provide additional detail if requested.</p> <p>Monthly summaries prepared from these reports will be used as technical inputs to the monthly Integrated Technical Management Reports Activity Reports prepared for specific Offices, Divisions, Customers, etc, shall include information specific to those organizations and be prepared to the specific requirements and frequency of that entity.</p> <p>Format:</p> <p>Format will vary but shall be prepared in MSWord, MSPowerPoint, or approved equal with a mutually agreed-to format for the audience or to the requirements of the entity receiving the report.</p>							

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL _____</b>					A. Item No. 07		
B. Line Item Title:							
Assessment and Evaluation Reports (AER)							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	1	5	AR	As Required (* Item 8 /Sub Frequency)	As Required		
J. Remarks: Section C, C.8.2							
K. Distribution TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Assessment and Evaluation Reports				07			
3. Use Provide the S&MA Directorate with the information required to accomplish its' mission in support of KSC Programs and Projects.				4. Date			
				09-14-2007			
7. Interrelationship N/A				5. Organization			
				NASA/SA			
				6. References			
8. Preparation Information							
<p>The Assessment and Evaluation Reports shall review comments, analyses and evaluations of various types of documents for the purpose of determining adequacy and compliance with requirements. Such as: NASA Handbooks, KSC requirements documents, Level II requirements documents, contractor or Government drawings, specifications, FMEA's, CIL's, Hazard Analyses, Quality Plans and Procedures, Safety Plans, Test Plans and Procedures, Software, ECP/ECR/SCR's, OMI/OMRSD's, and other documents applicable to KSC Programs and Projects.</p> <p>The contractor shall detail deficiencies and make recommendations for approval, disapproval, and required changes. The contractor shall also provide trip reports.</p> <p>Format: Contractor format is acceptable as long as it fulfills the needs of the task managers.</p> <p>Maintenance: None required</p>							
<p>*<u>Submission Frequency</u>: (referred from Item G. Initial Sub.) If requested, for each document evaluated and each milestone review.</p>							

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL _____</b>						A. Item No. 08	
B. Line Item Title:							
KSC Safety and Mission Assurance (SMA) Documents							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	1	5	AR	As Required	As Required		
J. Remarks: Section C, C.8.3							
K. Distribution TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
KSC SMA Documents				08			
3. Use Provide the SMA Directorate with the plans, procedures, briefing materials and other documents when required.				4. Date			
				09-14-2007			
7. Interrelationship				5. Organization			
				NASA/SA			
N/A				6. References			
<p>8. Preparation Information</p> <p>The NASA-KSC SMA Documents shall be prepared for KSC SMA approval and use the various types of plans, procedures, and other documentation for KSC in-house S&amp;MA activities. Examples are quality plans and procedures, verification analyses, safety analyses, FMEA/CIL's, reliability and maintainability analyses and assessments, and other types of documents detailed in the SOW. They shall also have the capability of preparing charts (viewgraphs) and writing documents such as training plans and SMA management plans. The documents shall be prepared in accordance with NASA or KSC Directives and standards associated with the preparation of the different documents requested.</p> <p>Reference is made to NASA and KSC Directives and Standards as applicable.</p> <p>Format: The contractor shall use the format established by the directives governing the preparation of the specific documents, otherwise contractor format will be acceptable.</p> <p>Maintenance: Maintained current by page revision or complete reissue to reflect all approved changes.</p>							

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL _____</b>						A. Item No. 09	
B. Line Item Title:  Advanced Notification of Workforce Reductions Report							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
NASA/SA	3	6	AR	See *J. Remarks	As Required		
J. Remarks: The contractor shall notify in writing the Industrial Relations Officer (IRO), Code OP, with a copy to the contracting officer, at least 15 calendar days in advance of notification to employees of any planned reduction of permanent, full-time, and part-time employees that exceeds 10% of the total contract workforce or 25 employees, whichever is less. In addition, if Workforce Adjustment and Retraining Notification (WARN) Act notification is required, the contractor shall provide to the IRO and the contracting officer the information required by the WARN Act, Section 639.7 (c) and a listing of all organizations to be notified including those required by Section 639.6 (a), (c), and (d), at least five (5) days prior to issuance of the notification. Type "D" electronic versions shall be....							
K. Distribution compatible with MSOffice.  Distribution: TBD						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Advanced Notification of Workforce Reductions Report				09			
3. Use				4. Date			
This document describes the contractor's overall management systems for the implementation and accomplishment of the contract Statement of Work (SOW).				09-14-2007			
				5. Organization			
7. Interrelationship				6. References			
N/A				WARN Act, Section(s): 639.6(a),(c),(d),639.7(c)			
8. Preparation Information							
The notification shall include the reason for the reduction in workforce, the number of employees impacted, their labor classifications, their physical location, and their location within contract organizational structure.							
The notification shall also identify the expected date of the first separation and the anticipated schedule for making separations, as well as the name and telephone number of a company official to contact for further information.							
Contractor format is acceptable.							

## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>						A. Item No. 10	
B. Line Item Title:							
Management and Control Plan for Treatment and Access to Sensitive Information							
C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date		
OP-OS	2	6	RT	45 days after award	N/A		
J. Remarks:							
K. Distribution Contracting Officer and COTR; email copy to each.						Totals	
						No.	Type
<b>DATA REQUIREMENT DESCRIPTION</b>							
1. Title				2. Number			
Management and Control Plan for Treatment and Access to Sensitive Information				10			
3. Use				4. Date			
Document contractor's approach for compliance with NFS 1852.237-72.				09-14-2007			
				5. Organization			
				OP-OS			
7. Interrelationship				6. References			
DRD 10				Contract clause I.12			
8. Preparation Information							
The plan shall describe how the contractor will fully comply with the management and control of sensitive information as specified in NFS Clause 1837.237-72. The plan shall, as a minimum, devote a section to each of the seven requirements specified in Section (c) of the clause.							
Copies of revisions to the plan shall be promptly provided to the Contracting Officer and COTR.							
The contractor can reasonably expect that the Government will conduct a minimum of one annual audit of the contractor's compliance with the plan.							



## DATA REQUIREMENT

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>	A. Item No. <b>11</b>
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B. Line Item Title:

**Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information**

C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date
OP-OS	2	6	MO	30 days after award	30/5

J. Remarks:

K. Distribution

Contracting Officer and COTR; email copy to each.

Totals	
No.	Type

### DATA REQUIREMENT DESCRIPTION

1. Title	2. Number
Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information	11
3. Use	4. Date
Document contractor's approach for compliance with NFS 1852.237-72(c)(5) and (6).	09-14-2007
	5. Organization
	OP-OS
7. Interrelationship	6. References
DRD 11	Contract clause I.12

8. Preparation Information

"The contractor shall submit a monthly report to the Contracting Officer and COTR (if applicable) listing all contractor employees located on KSC, including the following information:

1. Name
2. Position title
3. Office supported (full name and code)
4. Contact name and phone number for office supported (best civil service employee to contact about this person)
5. Date of employee's written affirmation s/he has received the training required by contract clause 1852.237-72, Access to Sensitive Information."

**ATTACHMENT J.2  
AWARD FEE EVALUATION PLAN**

## **AWARD FEE EVALUATION PLAN**

- (a) **Purpose:** The Award Fee Evaluation Plan defines the process by which the Government will encourage and reward the contractor for safe, high quality, cost conscious performance in fulfilling the requirements set forth in the Safety and Mission Assurance Support Services (S-MASS) contract. The use of award fee performance factors is intended to permit the Government to emphasize those critical elements unique to each performance period considered essential to outstanding performance.
- (b) **Evaluation Procedures:** Performance evaluation and the earned award fee will be determined annually in accordance with the KDP-KSC-P-2402, Award Fee Evaluation Process and as supplemented by this plan. The Fee Determination Official (FDO) will review and consider the summary evaluation report prepared by the Contracting Officer's Technical Representative (COTR). The COTR will be the focal point for the accumulation and development of award fee performance evaluation reports, reviews, and presentations, as well as discussions with contractor management on award fee matters. Performance evaluation factors (PEF's) will be established for each evaluation period and communicated by the Contracting Officer to the contractor at least 30 calendar days prior to the start of the evaluation period. While the PEF's identified prior to each period will form the principal basis for performance evaluation, the FDO may consider additional or unforeseen events, information and circumstances deserving of special attention during the evaluation period. The contractor's performance will be continually assessed by Government technical monitors throughout each evaluation period. Contractor performance levels which require remedial attention, or which may adversely affect performance ratings, will be promptly made known to the contractor by the COTR.

Within 30 calendar days following the mid-term and end of each award fee period the COTR will prepare and provide to the contractor summary reports documenting the Government's evaluation of the contractor's performance. Within 5 working days from receipt of the report for the entire award fee period, the contractor may submit in writing to the COTR additional data relevant to the performance evaluation. The contractor also has the option of making a self-evaluation presentation to the FDO.

The award fee plan may be revised unilaterally by the Contracting Officer prior to the beginning of any award fee period. Any changes made to the PEF's within an evaluation period shall require mutual agreement of the parties.

An overall performance evaluation and fee determination of zero shall be made for any evaluation period when there is a major breach of safety or security as defined in NFS 1852.223-75, Major Breach of Safety or Security.

- (c) **Performance Evaluation Factors and Weighted Scoring System:** Refer to the table located on the next page.

<b>Award Fee Factors</b>	<b>Point Allocation</b>
Subjective Area of Emphasis	55
Customer Satisfaction	
Management Effectiveness	
Process Improvement	
Technical Competence	
Objective Evaluation Factors	20
No major Safety and Health mishaps	
On time delivery of DRD items	
Cost Control Evaluation	25
Total Points	100

The PEF's and weights reflected in the table above will be those that apply for the first award fee period and subsequent periods unless changed by the Contracting Officer as specified in paragraph J.2(b).

- (1) Subjective Factors: The following four elements will be subjectively evaluated.
  - (i) Customer Satisfaction
    - (A) Quality of products and support
    - (B) Effective and timely communication
    - (C) Proactive, self-motivated approach
    - (D) Results-oriented
    - (E) Little government oversight or guidance needed
  - (ii) Management Effectiveness
    - (A) Effective prioritization of work
    - (B) Effective use of resources to meet varying work loads
    - (C) Effective integration and coordination across the company and between disciplines and programs
    - (D) Effective identification, mitigation and management of risks
  - (iii) Process Improvement
    - (A) Effective application of experience and lessons learned
    - (B) Creativity in problem solving and process improvement
    - (C) Effective improvements that result in measurable increases in Quality, Safety, or productivity
    - (D) Process stability and repeatability
  - (iv) Technical Competence
    - (A) Expertise in Quality, Safety, and Reliability disciplines
    - (B) Technical accuracy

- (C) Technical completeness
  - (D) Effective and timely identification and communication of potential issues
  - (E) Effective documentation and presentation of status, issues, and risks
  - (F) Effective independence of technical assessments and evaluations
- (2) **Objective Metric Factors:** The following two elements will be measured using objectively measurable data. If the contractor meets all of these performance standards, a score of 20 will be assigned. If any one of the Objective Metric Factors is not met, an overall subjectively determined score will be assigned to this factor.
- (i) No major safety mishaps
  - (ii) 95 percent on-time delivery of DRD items
- (3) **Cost Control Effectiveness Factor:** The Government will evaluate the contractor's effectiveness in managing the costs associated with the Level-of-Effort (LOE) contract value specified in B.1.1. The predominant consideration in this factor will be an evaluation of the currency, accuracy and validity of the contractor's cost collection, estimating and projection systems, its analysis of causes for deviations from plans and projections of estimated costs to complete, and its effective and innovative corrective action plans and accomplishments to assure quality and timely performance within contract value. An overall subjectively determined score will be assigned to this factor.
- (4) **Overall Score:** The overall performance evaluation score will be the sum of the scores assigned to the PEF's. This score and such other pertinent data, information and circumstances will be considered by the FDO in determining the award fee rating.
- (d) **Award Fee Determination:** After consideration of the COTR performance evaluation and scoring, consultations with the Award Fee Board, and consideration of such other pertinent information and circumstances as the FDO considers appropriate, the FDO will make an award fee determination and assign numerical and adjective ratings. The goal for making the award fee determination is within 45 days from the end of each evaluation period. The FDO's determination shall not be subject to the clause of this contract entitled "Disputes" and there are no provisions for additional appeal rights. As promptly as possible after receipt of the FDO's award fee determination letter, the Contracting Officer will issue a unilateral contract modification reflecting the award fee rating and the earned award fee.
- (e) **Numerical Ratings and Adjective Definitions:** The FDO may assign a numerical rating from zero (0) to 100. A numerical rating below 61 would mean that none of the available award fee was earned. Numerical ratings from 61 to 100 shall directly equate to the percentage of award fee earned. For example, a numerical score of 85 would earn 85 percent of available award fee. The rating ranges, equivalent adjective rating, and definitions of the adjective ratings are as follows: Refer to the table located on the next page.

Numerical Range	Adjective Rating	Adjective Definition
91 - 100	Excellent	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance
81 - 90	Very Good	Very effective performance; fully responsive to contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies with little effect on overall performance.
71 - 80	Good	Effective performance; responsive to contract requirements; favorable results; reportable deficiencies with minor identifiable effect on overall performance Satisfactory Meets or slightly exceeds minimum acceptable standards: adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
61 - 70	Satisfactory	Meets or slightly exceeds minimum acceptable standards: adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
60 and below	Poor/ Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas which adversely affect overall performance.

**ATTACHMENT J.3  
WAGE DETERMINATION**

WD 05-2117 (Rev.-5) was first posted on www.wdol.gov on 10/09/2007

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

William W.Gross	Division of		Wage Determination No.: 2005-2117
Director	Wage Determinations		Revision No.: 5
			Date Of Revision: 10/01/2007

State: Florida

Area: Florida Counties of Brevard, Indian River

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.36
01012 - Accounting Clerk II	14.60
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	19.20
01040 - Court Reporter	15.62
01051 - Data Entry Operator I	11.69
01052 - Data Entry Operator II	13.31
01060 - Dispatcher, Motor Vehicle	14.37
01070 - Document Preparation Clerk	11.77
01090 - Duplicating Machine Operator	11.77
01111 - General Clerk I	12.38
01112 - General Clerk II	13.29
01113 - General Clerk III	13.81
01120 - Housing Referral Assistant	16.88
01141 - Messenger Courier	10.58
01191 - Order Clerk I	11.55
01192 - Order Clerk II	13.60
01261 - Personnel Assistant (Employment) I	13.60
01262 - Personnel Assistant (Employment) II	15.04
01263 - Personnel Assistant (Employment) III	17.12
01270 - Production Control Clerk	18.35
01280 - Receptionist	9.89
01290 - Rental Clerk	11.89
01300 - Scheduler, Maintenance	14.20
01311 - Secretary I	14.20
01312 - Secretary II	15.62
01313 - Secretary III	16.88
01320 - Service Order Dispatcher	13.06
01410 - Supply Technician	18.25
01420 - Survey Worker	13.94
01531 - Travel Clerk I	10.49
01532 - Travel Clerk II	11.34
01533 - Travel Clerk III	12.13
01611 - Word Processor I	12.21
01612 - Word Processor II	13.16
01613 - Word Processor III	15.77



05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.13
05010 - Automotive Electrician	17.29
05040 - Automotive Glass Installer	16.35
05070 - Automotive Worker	16.35
05110 - Mobile Equipment Servicer	14.76
05130 - Motor Equipment Metal Mechanic	17.98
05160 - Motor Equipment Metal Worker	16.35
05190 - Motor Vehicle Mechanic	17.98
05220 - Motor Vehicle Mechanic Helper	13.89
05250 - Motor Vehicle Upholstery Worker	15.79
05280 - Motor Vehicle Wrecker	16.35
05310 - Painter, Automotive	17.18
05340 - Radiator Repair Specialist	16.35
05370 - Tire Repairer	13.08
05400 - Transmission Repair Specialist	17.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	11.12
07042 - Cook II	12.08
07070 - Dishwasher	7.82
07130 - Food Service Worker	9.33
07210 - Meat Cutter	13.56
07260 - Waiter/Waitress	8.47
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.08
09040 - Furniture Handler	12.39
09080 - Furniture Refinisher	15.76
09090 - Furniture Refinisher Helper	12.74
09110 - Furniture Repairer, Minor	14.28
09130 - Upholsterer	15.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.11
11060 - Elevator Operator	8.99
11090 - Gardener	11.48
11122 - Housekeeping Aide	10.08
11150 - Janitor	10.00
11210 - Laborer, Grounds Maintenance	9.62
11240 - Maid or Houseman	7.90
11260 - Pruner	8.75
11270 - Tractor Operator	11.21
11330 - Trail Maintenance Worker	9.62
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.46
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	23.88
12015 - Certified Physical Therapist Assistant	22.90
12020 - Dental Assistant	15.19
12025 - Dental Hygienist	23.76
12030 - EKG Technician	16.95
12035 - Electroneurodiagnostic Technologist	16.95
12040 - Emergency Medical Technician	15.46
12071 - Licensed Practical Nurse I	15.52
12072 - Licensed Practical Nurse II	17.38
12073 - Licensed Practical Nurse III	17.67
12100 - Medical Assistant	11.26
12130 - Medical Laboratory Technician	15.71
12160 - Medical Record Clerk	14.62
12190 - Medical Record Technician	16.36

12195 - Medical Transcriptionist	13.21
12210 - Nuclear Medicine Technologist	27.16
12221 - Nursing Assistant I	9.77
12222 - Nursing Assistant II	10.98
12223 - Nursing Assistant III	11.98
12224 - Nursing Assistant IV	13.45
12235 - Optical Dispenser	14.65
12236 - Optical Technician	13.58
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	13.45
12305 - Radiologic Technologist	22.10
12311 - Registered Nurse I	20.46
12312 - Registered Nurse II	25.03
12313 - Registered Nurse II, Specialist	25.03
12314 - Registered Nurse III	30.29
12315 - Registered Nurse III, Anesthetist	30.29
12316 - Registered Nurse IV	36.30
12317 - Scheduler (Drug and Alcohol Testing)	21.89
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.28
13012 - Exhibits Specialist II	19.38
13013 - Exhibits Specialist III	21.19
13041 - Illustrator I	16.29
13042 - Illustrator II	19.38
13043 - Illustrator III	21.19
13047 - Librarian	20.37
13050 - Library Aide/Clerk	9.10
13054 - Library Information Technology Systems Administrator	19.38
13058 - Library Technician	12.47
13061 - Media Specialist I	14.31
13062 - Media Specialist II	15.74
13063 - Media Specialist III	17.31
13071 - Photographer I	12.95
13072 - Photographer II	15.67
13073 - Photographer III	18.66
13074 - Photographer IV	20.41
13075 - Photographer V	22.56
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.24
14043 - Computer Operator III	19.34
14044 - Computer Operator IV	21.22
14045 - Computer Operator V	23.68
14071 - Computer Programmer I (1)	18.98
14072 - Computer Programmer II (1)	23.42
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	26.40
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.85
14160 - Personal Computer Support Technician	21.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.92
15020 - Aircrew Training Devices Instructor (Rated)	31.59
15030 - Air Crew Training Devices Instructor (Pilot)	35.00
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	20.95
15070 - Flight Instructor (Pilot)	35.00

15080 - Graphic Artist	20.58
15090 - Technical Instructor	19.20
15095 - Technical Instructor/Course Developer	23.23
15110 - Test Proctor	15.49
15120 - Tutor	15.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.75
16030 - Counter Attendant	7.75
16040 - Dry Cleaner	9.67
16070 - Finisher, Flatwork, Machine	7.75
16090 - Presser, Hand	7.75
16110 - Presser, Machine, Drycleaning	7.75
16130 - Presser, Machine, Shirts	7.75
16160 - Presser, Machine, Wearing Apparel, Laundry	7.75
16190 - Sewing Machine Operator	10.30
16220 - Tailor	10.94
16250 - Washer, Machine	8.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.76
19040 - Tool And Die Maker	19.92
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.05
21030 - Material Coordinator	18.35
21040 - Material Expediter	18.35
21050 - Material Handling Laborer	9.57
21071 - Order Filler	11.67
21080 - Production Line Worker (Food Processing)	13.84
21110 - Shipping Packer	12.65
21130 - Shipping/Receiving Clerk	12.69
21140 - Store Worker I	10.94
21150 - Stock Clerk	14.55
21210 - Tools And Parts Attendant	15.80
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.86
23021 - Aircraft Mechanic I	22.72
23022 - Aircraft Mechanic II	23.86
23023 - Aircraft Mechanic III	25.05
23040 - Aircraft Mechanic Helper	15.97
23050 - Aircraft, Painter	19.61
23060 - Aircraft Servicer	17.89
23080 - Aircraft Worker	18.80
23110 - Appliance Mechanic	15.76
23120 - Bicycle Repairer	13.08
23125 - Cable Splicer	20.53
23130 - Carpenter, Maintenance	15.76
23140 - Carpet Layer	15.19
23160 - Electrician, Maintenance	18.94
23181 - Electronics Technician Maintenance I	18.69
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	25.45
23260 - Fabric Worker	14.55
23290 - Fire Alarm System Mechanic	17.44
23310 - Fire Extinguisher Repairer	13.84
23311 - Fuel Distribution System Mechanic	19.18
23312 - Fuel Distribution System Operator	16.44
23370 - General Maintenance Worker	16.56
23380 - Ground Support Equipment Mechanic	22.72
23381 - Ground Support Equipment Servicer	17.89
23382 - Ground Support Equipment Worker	18.80

23391 - Gunsmith I	16.66
23392 - Gunsmith II	19.02
23393 - Gunsmith III	21.44
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.81
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
17.77	
23430 - Heavy Equipment Mechanic	17.93
23440 - Heavy Equipment Operator	16.89
23460 - Instrument Mechanic	16.89
23465 - Laboratory/Shelter Mechanic	20.21
23470 - Laborer	11.04
23510 - Locksmith	15.76
23530 - Machinery Maintenance Mechanic	19.95
23550 - Machinist, Maintenance	17.68
23580 - Maintenance Trades Helper	12.74
23591 - Metrology Technician I	16.89
23592 - Metrology Technician II	17.86
23593 - Metrology Technician III	18.62
23640 - Millwright	20.21
23710 - Office Appliance Repairer	18.13
23760 - Painter, Maintenance	15.76
23790 - Pipefitter, Maintenance	16.80
23810 - Plumber, Maintenance	16.06
23820 - Pneudraulic Systems Mechanic	17.44
23850 - Rigger	17.44
23870 - Scale Mechanic	15.52
23890 - Sheet-Metal Worker, Maintenance	17.64
23910 - Small Engine Mechanic	15.00
23931 - Telecommunications Mechanic I	21.95
23932 - Telecommunications Mechanic II	22.95
23950 - Telephone Lineman	18.14
23960 - Welder, Combination, Maintenance	16.49
23965 - Well Driller	17.44
23970 - Woodcraft Worker	17.44
23980 - Woodworker	13.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.01
24580 - Child Care Center Clerk	11.46
24610 - Chore Aide	9.57
24620 - Family Readiness And Support Services Coordinator	11.33
24630 - Homemaker	14.03
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.44
25040 - Sewage Plant Operator	16.48
25070 - Stationary Engineer	17.44
25190 - Ventilation Equipment Tender	12.74
25210 - Water Treatment Plant Operator	16.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.31
27007 - Baggage Inspector	11.84
27008 - Corrections Officer	16.48
27010 - Court Security Officer	16.85
27030 - Detection Dog Handler	15.65
27040 - Detention Officer	16.48
27070 - Firefighter	16.09
27101 - Guard I	11.84
27102 - Guard II	15.65
27131 - Police Officer I	18.15
27132 - Police Officer II	20.16
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	11.35
28042 - Carnival Equipment Repairer	11.62
28043 - Carnival Equipment Worker	7.82
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	17.13
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	14.78
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.92
29020 - Hatch Tender	16.52
29030 - Line Handler	16.52
29041 - Stevedore I	16.17
29042 - Stevedore II	17.91
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.72
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	14.56
30022 - Archeological Technician II	16.54
30023 - Archeological Technician III	20.23
30030 - Cartographic Technician	19.71
30040 - Civil Engineering Technician	19.10
30061 - Drafter/CAD Operator I	11.70
30062 - Drafter/CAD Operator II	15.05
30063 - Drafter/CAD Operator III	18.21
30064 - Drafter/CAD Operator IV	19.71
30081 - Engineering Technician I	12.00
30082 - Engineering Technician II	15.25
30083 - Engineering Technician III	17.55
30084 - Engineering Technician IV	21.16
30085 - Engineering Technician V	25.87
30086 - Engineering Technician VI	30.47
30090 - Environmental Technician	18.78
30210 - Laboratory Technician	22.55
30240 - Mathematical Technician	19.24
30361 - Paralegal/Legal Assistant I	13.81
30362 - Paralegal/Legal Assistant II	18.68
30363 - Paralegal/Legal Assistant III	22.84
30364 - Paralegal/Legal Assistant IV	27.66
30390 - Photo-Optics Technician	19.71
30461 - Technical Writer I	17.96
30462 - Technical Writer II	21.97
30463 - Technical Writer III	26.57
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	17.31
30621 - Weather Observer, Senior (2)	19.24
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.56
31030 - Bus Driver	15.56
31043 - Driver Courier	12.48
31260 - Parking and Lot Attendant	9.94
31290 - Shuttle Bus Driver	13.42
31310 - Taxi Driver	10.94

31361 - Truckdriver, Light	13.48
31362 - Truckdriver, Medium	14.22
31363 - Truckdriver, Heavy	15.44
31364 - Truckdriver, Tractor-Trailer	15.44
99000 - Miscellaneous Occupations	
99030 - Cashier	8.76
99050 - Desk Clerk	9.53
99095 - Embalmer	22.02
99251 - Laboratory Animal Caretaker I	10.23
99252 - Laboratory Animal Caretaker II	11.03
99310 - Mortician	22.59
99410 - Pest Controller	13.48
99510 - Photofinishing Worker	9.71
99710 - Recycling Laborer	11.69
99711 - Recycling Specialist	14.40
99730 - Refuse Collector	11.13
99810 - Sales Clerk	11.29
99820 - School Crossing Guard	9.67
99830 - Survey Party Chief	14.45
99831 - Surveying Aide	9.58
99832 - Surveying Technician	13.14
99840 - Vending Machine Attendant	14.55
99841 - Vending Machine Repairer	17.01
99842 - Vending Machine Repairer Helper	14.55

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

## Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



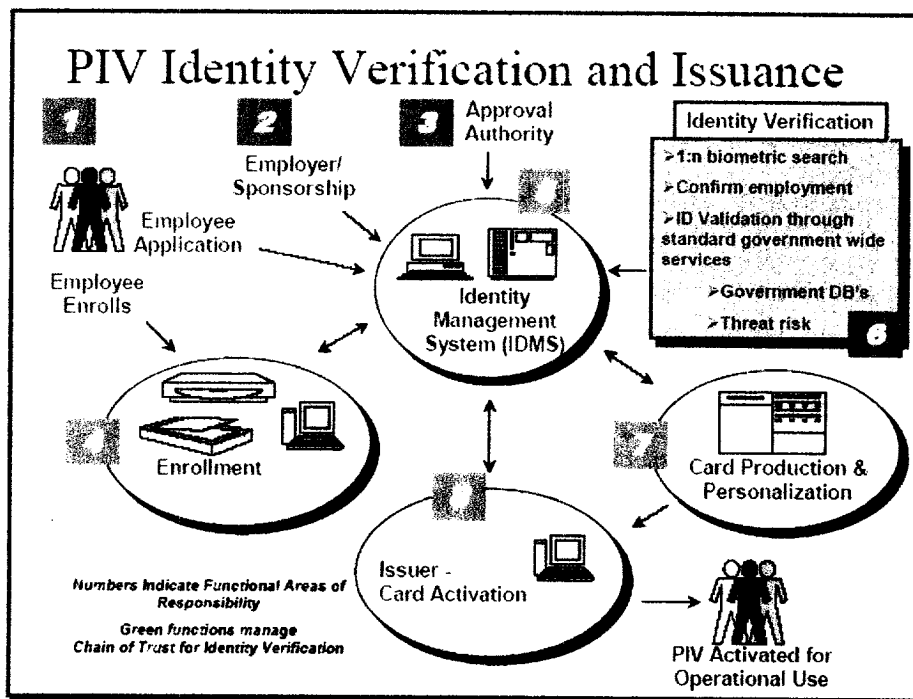
**ATTACHMENT J.5**  
**PIV CARD ISSUANCE PROCEDURES**

## J.5 PIV CARD ISSUANCE PROCEDURES

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

Figure J-1: FIPS 201, Appendix A



The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

### STEP 1

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also

acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

**STEP 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal\* or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

\* A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

**STEP 3:**

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

**STEP 4:**

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

**STEP 5:**

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

**STEP 6:**

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

**STEP 7:**

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents must be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

**ATTACHMENT J.6**  
**QUALIFICATIONS FOR STANDARD LABOR CATEGORIES**

Labor Category	Minimum Education*	Specific Skills
Program Manager	Engineering or science degree (BS)	15 years experience in the safety and mission assurance discipline. Personnel shall also have (additional or within the 15 years experience in safety and mission assurance) a minimal of 5 years experience as a program manager. The program manager is responsible for overall contract performance and is the authorized interface with the Government contracting officer, COTR, and management
Supervisor	Engineering or science degree (BS)	Experience in supervising and directing technical personnel
Independent Assessment Engineer D	PhD or MS w/specific experience	15 years experience in aerospace practices, risk management, and reliability and safety disciplines.
Independent Assessment Engineer C	Engineering or science degree (BS)	15 years experience in aerospace practices, risk management and quality.
Independent Assessment Engineer C	Engineering or science degree (BS)	15 years experience in aerospace practices and safety.
Independent Assessment Engineer B	Engineering or science degree (BS)	10 years experience in aerospace practices, electrical systems and safety
Independent Assessment Engineer A	Engineering or science degree (BS)	5 years experience in aerospace practices and safety
Range Safety Engineer C	Engineering, science degree (BS)	15 years experience in aerospace engineering. Specific experience (additional or within the 15 years experience in aerospace engineering): 5 years range safety experience. 5 years NASA and DOD launch operations experience. In addition, personnel shall have experience conducting NASA audits and experience as a technical course instructor.
Range Safety Engineer A	Engineering, science degree (BS)	3 years aerospace experience, range safety systems testing/development.
Range Safety Specialist	High School	10 years technical office support utilizing Microsoft Office software, and experience in publishing Range Safety documents.
Metrology/ Calibration Engineer	Engineering, science, technology degree	5 years experience in aerospace engineering, measurement science, and calibration lab operations. NOTE: 10 years experience required with Science or Technology degree
Software Assurance	Engineering, science degree (BS)	5 years experience in software assurance, software configuration management, software safety, and software assurance requirements development. Personnel shall also have experience conducting audits.
Computer/IT	Engineering, science, info. systems, or IT degree	3 years experience in web development (Dreamweaver suite of development tools), graphics development (various tools), and server and file management.
Safety Engineer C	Engineering Degree (BS or MS)	15 years experience in the discipline of system safety. This position is considered a senior-level engineering position. Personnel must be knowledgeable in the principles and analytical tools of system safety.
Safety Engineer B	Engineering, science degree (BS)	10 years experience in systems safety. Personnel shall be knowledgeable of system safety principles and analytical tools.
Safety Engineer A	Engineering, science degree (BS)	5 years experience and knowledge developing ELV payload safety requirements, safety engineering practices, and experience as a technical course instructor.
Safety Engineer A	Engineering, science degree (BS)	5 years experience in systems safety. Personnel shall also be knowledgeable of system safety principles and analytical tools.
Reliability Engineer A	Engineering or science degree (BS)	5 years experience in reliability engineering. Personnel shall also be knowledgeable of reliability engineering principles and analytical tools.
Quality Engineer C	Engineering or science degree (BS)	Personnel for this position are considered quality experts. 15 years experience in quality, aerospace, independent standards, QA practices, and quality management systems.
Quality Engineer B	Engineering, science degree (BS)	10 experience in quality, aerospace, independent standards, QA practices and quality management systems.
Quality Engineer A	Engineering, science degree (BS)	5 years experience in quality, aerospace, independent standards, QA practices and quality management systems.
Safety Specialist C	High School	10 years experience** involving safety and occupational health and general industry standards applicable to aerospace and industrial activities.
Safety Specialist B	High School	5 years experience** involving safety and occupational health and general industry standards applicable to aerospace and industrial activities.
Safety Specialist A	High School	3 years experience** involving safety and occupational health and general industry standards applicable to aerospace and industrial activities.
Administrator	Engineering, science, IT degree (BS)	7 years experience in database administration, relational database design and development, and server management. Education is optional for this labor category and reduces the experience requirement from 7 years to 3 years.
Administration	High School	3 years experience providing business functions such as financial and business analysis and management, configuration and data management, and scheduling.
Secretarial/ Clerical	High School	Secretarial training and demonstrated secretarial skills
Technical Writer	AA	Degree or experience in the areas of technical writing or administrative support.
Technical Expert	Engineering, science, or IT degree	Specific skill varies. Minimum 15 years experience in aerospace engineering.

\*An additional five years of related experience for the specific skills specified can be substituted for a BS degree in engineering/science/IT/information systems. (e.g., For the Range Safety Engineer A position, 8 years of relevant Range Safety experience is equivalent to 3 years of relevant experience with a BS degree.)

\*\*Requirement for a college degree in Occupational Safety or a Certified Safety Professional Certification is equivalent to 3 years related experience.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 62	
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		CODE KSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		CODE KSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C	
				10B. DATED (SEE ITEM 11) 03/07/2008	
CODE 1B5V4		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties				
	D. OTHER (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this supplemental agreement is to (a) incorporate Millennium Engineering and Integration Company's organizational conflict of interest mitigation summary as Attachment J.7, (b) update Attachment J.4, Safety and Health Plan, (c) incorporate additional labor categories, and (d) correct typographical errors contained in Attachment J.1, Data Requirements List and Data Requirements (DRD).  (a) Millennium Engineering's Organizational Conflict of Interest Mitigation Summary is attached and hereby incorporated as Attachment J.7 of contract NNK080011C. Page J-1 has been revised to reflect the new summary.  (b) Attachment J.4, Safety and Health Plan, incorporated into the BASIC contract is hereby Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Jackie F. Chewing Contracts Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marco Pochy Contracting Officer			
15B. CONTRACTOR/OFFEROR <i>Jackie F. Chewing</i> (Signature of person authorized to sign)		15C. DATE SIGNED 05/12/08		16B. UNITED STATES OF AMERICA <i>Marco Pochy</i> (Signature of Contracting Officer)	
				16C. DATE SIGNED 5/13/08	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNK080011C/01	PAGE 2 OF 62
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NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>removed in its entirety. A revised copy of the plan (Rev: Basic, 05/08/08) is attached and hereby incorporated as Attachment J.4, Safety and Health Plan. Page J-1 has been revised to reflect the new plan.</p> <p>(c) This supplemental agreement revises Table B.1.3 - Labor Rates [page B-3] and Attachment J.6, Qualifications for Standard Labor Categories of contract NNK080011C, to incorporate additional labor categories by mutual agreement of the parties. This modification hereby incorporates the labor categories and rates listed below. Table B.1.3 - Labor Rates and Attachment J.6 have been revised to reflect the changes identified below.</p> <p>Labor Category: General Engineer A Minimum Education: Engineering or Science Degree (AAS or BS) Specific Skills: 0-3 years experience in an engineering or science position CY 1 Labor FBR (excludes fee/profit): \$ CY 2 Labor FBR (excludes fee/profit): \$ CY 3 Labor FBR (excludes fee/profit): \$ CY 4 Labor FBR (excludes fee/profit): \$</p> <p>Labor Category: General Engineer B Minimum Education: Engineering or Science Degree (BS) Specific Skills: 4-5 years experience in an engineering or science position CY 1 Labor FBR (excludes fee/profit): \$ CY 2 Labor FBR (excludes fee/profit): \$ CY 3 Labor FBR (excludes fee/profit): \$ CY 4 Labor FBR (excludes fee/profit): \$</p> <p>Note: FBR - Fully Burdened Rate</p> <p>(d) This supplemental agreement also revises errors contained in the following DRDs.</p> <p>DRD 03 Block G: Requirement changed from "30 days post award" to "As required".</p> <p>DRD 10 Block 8: [paragraph 1] NFS Clause "1837.237-72" is revised to "1852.237-72".</p> <p>DRD 10 Block 6: Contract clause reference changed from "I.12" to "I.14".</p> <p>Continued ...</p>				



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/01PAGE OF  
3 62NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DRD 11 Block 6: Contract clause reference changed from "I.12" to "I.14".				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE 05/23/2008		4. REQUISITION/PURCHASE REQ. NO. 4200252699	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 1B5V4 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C X		10B. DATED (SEE ITEM 13) 03/07/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. <div style="display: flex; justify-content: space-between;"> <span>12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule</span> <span>Net Increase: \$</span> </div>					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incrementally fund the contract, as delineated in Contract table B.2, Contract funding. The obligated amount is hereby increased by \$: from \$ to \$ . The additional funds are considered sufficient to cover the contractor's performance through February 28, 2009 per contractor's e-mail dated May 22, 2008. Replacement page B-4 is attached and should be appropriately inserted in copies of the contract. LIST OF CHANGES: Obligated Amount for this Modification: \$: New Total Obligated Amount for this Award: \$					
NEW ACCOUNTING CODE ADDED: Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		Marco Pochy			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		5/23/08	
NSN 7540-01-152-8070 Previous edition unusable					
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/02

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 76SA000/6100.2520/76/FC000000/574666.03.01.01/000/ 2520/76/EXCX22008D/538A/1/2 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: 2.92799 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/609524.08.04.07.01/0 00/2520/76/EXCX22008D/733B/1/43 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: .5445 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/725932.03.01.01.02/0 00/2520/76/EXCX22008D/421A/1/84 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: .98554 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/292360.03.02/000/252 0/76/ESAX22008D/234A/1/125 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Continued ...				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/02

PAGE 3 OF 5

NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Percent: 3.83338 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/292360.09.05/000/2520/76/ESAX22008D/234A/1/166 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: 1.84022 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/325288.03.06.01/000/2520/76/EXCX22008D/CMO/1/207 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: 1.89609 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/325288.02.06.01/000/2520/76/EXCX22008D/CMO/1/248 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: 7.93828 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/939904.02.12.06.02/0 Continued ...				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/02

PAGE 4 OF 5

NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	00/2520/76/EXCX22008D/941A/1/289 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: .36428 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/939904.01.06.09/000/ 2520/76/EXCX22008D/941A/1/330 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: .60228 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2520/76/FC000000/939904.01.06.07/000/ 2520/76/EXCX22008D/941A/1/371 Cost Center 76SA000 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$ Percent: 2.33429 Subject To Funding: Payment Address:  Delivery Location Code: KSC NASA/Kennedy Space Center KENNEDY SPACE CENTER FL 32899 USA				

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

<b>As of Mod No.</b>	<b>Contract Value</b>	<b>Allotted Cost</b>	<b>Allotted Award Fee</b>	<b>Total</b>	<b>Adequate Through</b>
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	02/28/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
03		See Block 16C		4200257797	
5. PROJECT NO. (If applicable)		6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)	
		CODE KSC		CODE KSC	
NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.			
MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C			
		10B. DATED (SEE ITEM 13) 03/07/2008			
CODE 1B5V4		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase: \$			
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to incrementally fund contract number NNK080011C, as delineated in Contract Table B.2 - Contract Funding. The obligated amount for this contract is hereby increased by \$ _____ from \$: _____ to \$ _____. The additional funds are considered sufficient to cover the contractor's performance through February 28, 2009, per the contractor's email dated June 27, 2008. Replacement page B-4 is attached and should be appropriately inserted in copies of the contract.					
LIST OF CHANGES					
Obligated Amount for this Modification: \$:					
New Total Obligated Amount for this Award: \$					
Incremental Funded Amount changed from \$ _____ to \$ _____					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		Marco Rochoy			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. DATE SIGNED	
				6/27/08	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/03

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NEW ACCOUNTING CODE ADDED: 76SA000/6100.2520/76/FC000000/292360.09.05/000/252 0/76/ESAX22008D/234A/1/2 Cost Center 76SA000/GI Account 6100.2520/Order FC000000/Amount: \$                      )/PR 4200257797				



**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

<b>As of Mod No.</b>	<b>Contract Value</b>	<b>Allotted Cost</b>	<b>Allotted Award Fee</b>	<b>Total</b>	<b>Adequate Through</b>
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	02/28/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 04		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200265126	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		CODE KSC		7. ADMINISTERED BY (if other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1B5V4		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C	
				10B. DATED (SEE ITEM 13) 03/07/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

☐ is extended. ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

Net Increase:

\$

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**LIST OF CHANGES**

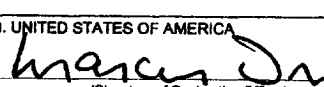
Obligated Amount for this Modification: \$

New Total Obligated Amount for this Award: \$

Incremental Funded Amount changed from \$ to \$

The purpose of this modification is to incrementally fund contract number NNK080011C, as delineated in Contract Table B.2 - Contract Funding. The obligated amount for this contract is hereby increased by \$: ; from \$! .0 \$. The additional funds are considered sufficient to cover the contractor's performance through March 1, 2009, per the contractor's email dated August 13, 2008. Replacement page B-4 is attached and should be appropriately inserted in copies of the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcus Orr	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/13/08

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

<b>As of Mod No.</b>	<b>Contract Value</b>	<b>Allotted Cost</b>	<b>Allotted Award Fee</b>	<b>Total</b>	<b>Adequate Through</b>
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	03/01/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 05		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200252699	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		CODE KSC		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C	
				10B. DATED (SEE ITEM 13) 03/07/2008	
CODE 1B5V4		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Decrease:

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**LIST OF CHANGES:**


Obligated Amount for this Modification:

New Total Obligated Amount for this Award:

Incremental Funded Amount Changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_

The purpose of this modification is to deobligate funds in the amount of \$ \_\_\_\_\_ from contract number NNK080011C, as delineated in contract Table B 2 - Contract Funding. The obligated amount for this contract is hereby decreased by \$ \_\_\_\_\_; from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ Obligated funds in the amount of \$ \_\_\_\_\_ are considered sufficient to cover the contractor's performance through February 28, 2009, as stated by the contractor in an email to the contracting officer on September 3, 2009. Replacement page B-4 is Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcus Orr	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 9-9-08

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNK080011C/05	PAGE OF 2 3
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NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

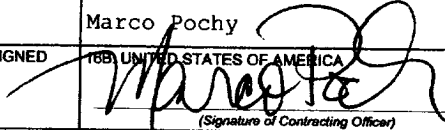
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>attached and should be appropriately inserted in copies of the contract.</p> <p>ACCOUNTING CODE CHANGES:</p> <p>76SA000/6100.2520/FC000000/609524.08.04.07.01/000/2520/76/EXCX22008D/733B: Amount changed from \$ to \$ (SMASS ISS General Support)</p> <p>76SA000/6100.2520/FC000000/574666.03.01.01/000/2520/76/EXCX22008D/538A: Amount changed from \$ to \$ (SMASS Shuttle General Support)</p> <p>76SA000/6100.2520/FC000000/725932.03.01.01.02/000/2520/76/EXCX22008D/421A: Amount changed from \$ to \$ (SMASS NonMission Unique)</p> <p>76SA000/6100.2520/FC000000/292360.03.02/000/2520/76/EXCX22008D/234A: Amount changed from \$ to \$ (SMASS Constellation General Support)</p> <p>76SA000/6100.2520/FC000000/325288.03.06.01/000/2520/76/EXCX22008D/CMO: Amount changed from \$ to \$ (SMASS CMO/OPS General Support)</p> <p>76SA000/6100.2520/FC000000/325288.02.06.01/000/2520/76/EXCX22008D/CMO: Amount changed from \$ to \$ (SMASS CMO Institutional Safety)</p> <p>76SA000/6100.2520/FC000000/939904.02.12.06.02/000/2520/76/EXCX22008D/941A: Amount changed from \$ to \$ (SMASS Corp Software Safety)</p> <p>76SA000/6100.2520/FC000000/939904.01.06.09/000/2520/76/EXCX22008D/941A: Amount changed from \$ to \$ (SMASS Corp P/L Safety Support)</p> <p>76SA000/6100.2520/FC000000/939904.01.06.07/000/2520/76/EXCX22008D/941A: Amount changed from \$ to \$ (SMASS Corp Range Safety Support)</p>				

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

<b>As of Mod No.</b>	<b>Contract Value</b>	<b>Allotted Cost</b>	<b>Allotted Award Fee</b>	<b>Total</b>	<b>Adequate Through</b>
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
005	\$ -	\$	\$	\$	02/28/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	02/28/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3											
2. AMENDMENT/MODIFICATION NO. 06		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200266486 / 4200269803											
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		CODE KSC		5. PROJECT NO. (If applicable)											
		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		CODE KSC											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		(x)		9A. AMENDMENT OF SOLICITATION NO.											
				9B. DATED (SEE ITEM 11)											
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C											
				10B. DATED (SEE ITEM 13) 03/07/2008											
CODE 1B5V4		FACILITY CODE													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase: \$ _____													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> <tr> <td>X</td> <td>FAR 52.232-22 Limitation of Funds</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)	X	FAR 52.232-22 Limitation of Funds
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
	D. OTHER (Specify type of modification and authority)														
X	FAR 52.232-22 Limitation of Funds														
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)															
LIST OF CHANGES:															
Obligated Amount for this Modification: \$ _____															
New Total Obligated Amount for this Award: \$ _____															
Incremental Funded Amount changed: From \$ _____ to \$ _____															
The purpose of this modification is to incrementally fund contract number NNK080011C, as delineated in Contract Table B.2 - Contract Funding. The obligated amount for this contract is hereby increased by \$ _____; from \$ _____ to \$. Obligated funds in the amount of \$' _____ are considered sufficient to cover the contractor's performance through March 5, 2009 as stated by the contractor in an email to the contracting officer on September 18, 2009. Replacement page B-4 is attached and should Continued ...															
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)													
		Marco Pochy													
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA											
(Signature of person authorized to sign)				16C. DATE SIGNED 9/18/08											
		(Signature of Contracting Officer)													

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/06

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	be appropriately inserted in copies of the contract.  NEW ACCOUNTING CODES ADDED: 76SA000/6100.2520/76/FC0000000/939904.05.06.07.01/00/2520/76/EXCX22008D/941A/1/2 (Amount: : \$ [PR 4200266486/PLI 001]  76SA000/6100.2520/76/FC0000000/939904.01.06.07/000/2520/76/EXCX22007D/941A/1/2 (Amount: : [PR 4200269803/PLI 001]  76SA000/6100.2520/76/FC0000000/939904.01 06.07/000/2520/76/EXCX22008D/941A/1/43 (Amount: : [PR 4200269803/PLI 002]  76SA000/6100.2520/76/FC0000000/604746.03.05.05.11/00/2520/76/ESAX22008D/234A/1/84 (Amount: : \$ [PR 4200269803/PLI 003]				



**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

<b>As of Mod No.</b>	<b>Contract Value</b>	<b>Allotted Cost</b>	<b>Allotted Award Fee</b>	<b>Total</b>	<b>Adequate Through</b>
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
005	\$ -	\$	\$	\$	02/28/09
006	\$ -	\$	\$	\$	03/05/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	03/05/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 07		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE KSC		7. ADMINISTERED BY (If other than Item 6) CODE KSC	
NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C 9D. DATED (SEE ITEM 13) 03/07/2008			
CODE 1B5V4		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this supplemental agreement is to revise Attachment J.2, Award Fee Evaluation Plan, due to typographical errors and adjective definitions inconsistent with the award fee evaluation scoring delineated in NASA Federal Acquisition Regulation Supplement 1816.405-275.

Therefore, Attachment J.2, Award Fee Evaluation Plan, incorporated into the BASIC contract is hereby removed in its entirety. A revised copy of the plan is attached and hereby incorporated as Attachment J.2, Award Fee Evaluation Plan.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jackie F. Chawning Contract Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcus Orr	
15B. CONTRACTOR/OFFEROR Jackie F. Chawning (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Marcus Orr (Signature of Contracting Officer)	
15C. DATE SIGNED 10/7/08		16C. DATE SIGNED 10-8-08	

NSN 7540-01-162-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 63.243

**ATTACHMENT J.2**  
**AWARD FEE EVALUATION PLAN**

National Aeronautics and Space Administration  
John F. Kennedy Space Center

Award Fee Evaluation Plan for the  
Safety and Mission Assurance Support Services Contract

Contract Number: NNNK080011C

- (a) Purpose: The Award Fee Evaluation Plan defines the process by which the Government will encourage and reward the contractor for safe, high quality, cost conscious performance in fulfilling the requirements set forth in the Safety and Mission Assurance Support Services (S-MASS) contract. The use of award fee performance factors is intended to permit the Government to emphasize those critical elements unique to each performance period considered essential to outstanding performance.
- (b) Evaluation Procedures: Performance evaluation and the earned award fee will be determined annually in accordance with the KDP-KSC-P-2402, Award Fee Evaluation Process and as supplemented by this plan. The Fee Determination Official (FDO) will review and consider the summary evaluation report prepared by the Contracting Officer's Technical Representative (COTR). The COTR will be the focal point for the accumulation and development of award fee performance evaluation reports, reviews, and presentations, as well as discussions with contractor management on award fee matters. Performance evaluation factors (PEF's) will be established for each evaluation period and communicated by the Contracting Officer to the contractor at least 30 calendar days prior to the start of the evaluation period. While the PEF's identified prior to each period will form the principal basis for performance evaluation, the FDO may consider additional or unforeseen events, information, and circumstances deserving of special attention during the evaluation period. The contractor's performance will be continually assessed by Government technical monitors throughout each evaluation period. Contractor performance levels which require remedial attention, or which may adversely affect performance ratings, will be promptly made known to the contractor by the COTR.
- Within 30 calendar days following the mid-term and end of each award fee period the COTR will prepare and provide to the contractor summary reports documenting the Government's evaluation of the contractor's performance. Within five working days from receipt of the report for the entire award fee period, the contractor may submit in writing to the COTR additional data relevant to the performance evaluation. The contractor also has the option of making a self-evaluation presentation to the FDO.
- The award fee plan may be revised unilaterally by the Contracting Officer prior to the beginning of any award fee period. Any changes made to the PEF's within an evaluation period shall require mutual agreement of the parties.
- An overall performance evaluation and fee determination of zero shall be made for any evaluation period when there is a major breach of safety or security as defined in NFS 1852.223-75, Major Breach of Safety or Security.
- (c) Performance Evaluation Factors and Weighted Scoring System: Refer to the table below:

<b>Award Fee Factors</b>	<b>Point Allocation</b>
<b>Subjective Area of Emphasis</b>	<b>55</b>
Customer Satisfaction	
Management Effectiveness	
Process Improvement	
Technical Competence	
<b>Objective Evaluation Factors</b>	<b>20</b>
No major Safety and Health mishaps	
On time delivery of DRD items	
<b>Cost Control Evaluation</b>	<b>25</b>
<b>Total Points</b>	<b>100</b>

The PEF's and weights reflected in the table above will be those that apply for the first award fee period and subsequent periods unless changed by the Contracting Officer as specified in paragraph (b).

(1) Subjective Factors: The following four elements will be subjectively evaluated.

(i) Customer Satisfaction

- (A) Quality of products and support
- (B) Effective and timely communication
- (C) Proactive, self-motivated approach
- (D) Results-oriented
- (E) Little government oversight or guidance needed

(ii) Management Effectiveness

- (A) Effective prioritization of work
- (B) Effective use of resources to meet varying work loads
- (C) Effective integration and coordination across the company and between disciplines and programs
- (D) Effective identification, mitigation, and management of risks

(iii) Process Improvement

- (A) Effective application of experience and lessons learned
- (B) Creativity in problem solving and process improvement
- (C) Effective improvements that result in measurable increases in Quality, Safety, or productivity

- (D) Process stability and repeatability
- (iv) Technical Competence
  - (A) Expertise in Quality, Safety, and Reliability disciplines
  - (B) Technical accuracy
  - (C) Technical completeness
  - (D) Effective and timely identification and communication of potential issues
  - (E) Effective documentation and presentation of status, issues, and risks
  - (F) Effective independence of technical assessments and evaluations
- (2) Objective Metric Factors: The following two elements will be measured using objectively measurable data. If the contractor meets all of these performance standards, a score of 20 will be assigned. If any one of the Objective Metric Factors is not met, an overall subjectively determined score will be assigned to this factor.
  - (i) No major safety mishaps
  - (ii) Ninety five percent on-time delivery of DRD items
- (3) Cost Control Effectiveness Factor: The Government will evaluate the contractor's effectiveness in managing the costs associated with the Level-of-Effort (LOE) contract value specified in B.1.1. The predominant consideration in this factor will be an evaluation of the currency, accuracy, and validity of the contractor's cost collection, estimating, and projection systems, its analysis of causes for deviations from plans and projections of estimated costs to complete, and its effective and innovative corrective action plans and accomplishments to assure quality and timely performance within contract value. An overall subjectively determined score will be assigned to this factor.
- (4) Overall Score: The overall performance evaluation score will be the sum of the scores assigned to the PEF's. This score and such other pertinent data, information, and circumstances will be considered by the FDO in determining the award fee rating.
- (d) Award Fee Determination: After consideration of the COTR performance evaluation and scoring, consultations with the Award Fee Board, and consideration of such other pertinent information and circumstances as the FDO considers appropriate, the FDO will make an award fee determination and assign numerical and adjective ratings. The goal for making the award fee determination is within 45 days from the end of each evaluation period. The FDO's determination shall not be subject to the clause of this contract entitled "Disputes" and there are no provisions for additional appeal rights. As promptly as possible after receipt of the FDO's award fee determination letter, the Contracting Officer will issue a unilateral contract modification reflecting the award fee rating and the earned award fee.
- (e) Numerical Ratings and Adjective Definitions: The FDO may assign a numerical rating from zero (0) to 100. A numerical rating below 61 would mean that none of the available award fee was earned. Numerical ratings from 61 to 100 shall directly equate to the percentage of award fee earned. For example, a numerical score of 85 would earn 85 percent of available award fee. The rating ranges, equivalent adjective rating, and definitions of the adjective ratings are as follows:

Numerical Range	Adjective Rating	Adjective Definition
91 - 100	Excellent	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
81 - 90	Very Good	Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies.
71 - 80	Good	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
61 - 70	Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
60 and below	Poor/ Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 08		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200272201	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 1B5V4		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C	
				10B. DATED (SEE ITEM 13) 03/07/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**LIST OF CHANGES:**

Obligated amount for this modification: \$

New total obligated amount for this award: \$

Incremental funded amount changed: From \$ to \$

The purpose of this modification is to incrementally fund contract number NNK080011C, as delineated in Contract Table B.2 - Contract Funding. The obligated amount for this contract is hereby increased by \$ ; from \$ to \$ Obligated funds in the amount of \$ are considered sufficient to cover the contractor's performance through January 31, 2009 as stated by the contractor in an email to the contracting officer on November 4, 2008. Replacement page B-4 is attached and Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Marlo Krisberg

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNK080011C/08

PAGE

OF

2

3

NAME OF OFFEROR OR CONTRACTOR

MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>should be appropriately inserted in copies of the contract.</p> <p>CHANGES FOR ACCOUNTING CODES:</p> <p>76SA000/6100.2520/FC000000/939904.01.06.09/000/2520/76/EXCX22008D/941A/PR 4200252699/Amount changed from \$ to \$.</p> <p>76SA000/6100.2520/FC000000/939904.01.06.07/000/2520/76/EXCX22008D/941A/PR 4200252699/Amount changed from : to \$.</p> <p>76SA000/6100.2520/FC000000/939904.01.06.07/000/2520/76/EXCX22008D/941A/PR 4200269803/Amount changed from \$ to :</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>76SA000/6100.2520/76/FC000000/574666.03.01.01/000/2520/76/EXCX22009D/538A/1/2/PR 4200272201/Amount: \$</p>				

## B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

As of Mod No.	Contract Value	Allotted Cost	Allotted Award Fee	Total	Adequate Through
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
005	\$ -	\$	\$	\$	02/28/09
006	\$ -	\$	\$	\$	03/05/09
008	\$ -	\$	\$	\$	01/31/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	01/31/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 09		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200273813	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		CODE KSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		CODE KSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C	
CODE 1B5V4		FACILITY CODE		10B. DATED (SEE ITEM 13) 03/07/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: \$

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**LIST OF CHANGES:**

Obligated Amount for this Modification: \$

New Total Obligated Amount for this Award: \$

Incremental Funded Amount changed: from \$ to \$

The purpose of this modification is to incrementally fund contract number NNK080011C, as delineated in Contract Table B.2 - Contract Funding. Obligated funds in the amount of \$ are considered sufficient to cover the contractor's performance through February 2, 2009 as stated by the contractor in an email to the contracting officer on November 4, 2008.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcus Orr	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11-12-08

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/09

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Replacement page B-4 is attached and should be appropriately inserted in copies of the contract.  NEW ACCOUNTING CODES ADDED: 76SA000/6100.2520/76/FC000000/939904.02.12.06.02/00/2520/76/EXCX22008D/941A/1/2/PR 4200273813/Amount: \$ 76SA000/6100.2520/76/FC000000/939904.02.14.06.01/00/2520/76/EXCX22008D/941A/1/43/PR 4200273813/Amount: 76SA000/6100.2520/76/FC000000/939904.05.06.07.01/00/2520/76/EXCX22008D/941A/1/84/PR 4200273813/Amount: !				

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

As of Mod No.	Contract Value	Allotted Cost	Allotted Award Fee	Total	Adequate Through
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
005	\$ -	\$	\$	\$	02/28/09
006	\$ -	\$	\$	\$	03/05/09
008	\$ -	\$	\$	\$	01/31/09
009	\$ -	\$	\$	\$	02/03/09
Cumulative Total	\$ 12,226,815.81	\$	\$		02/03/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 10		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200276261	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 1B5V4 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C		10B. DATED (SEE ITEM 13) 03/07/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties and FAR 52.232-22 Limitation of Funds
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
LIST OF CHANGES:  
Obligated amount for this modification: \$  
New total obligated amount for this award: \$  
Incremental Funded Amount changed: From \$ to \$

The purpose of this supplemental agreement is to (a) incrementally funds contract number NNK080011C as delineated in Contract Table B.2 - Contract Funding; and (b) revise DRD 03.

(a) Funding in the amount of \$ as delineated in Contract Table B.2 - Contract Funding, is hereby added to this contract. Total obligated funds in the amount of \$ are considered sufficient to cover the contractor's performance through Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jackie F. Chawning Contract Director		15B. CONTRACTOR/OFFEROR Jackie F. Chawning (Signature of person authorized to sign)		15C. DATE SIGNED 12/11/08		15D. UNITED STATES OF AMERICA MARCO POCHY (Signature of Contracting Officer)		15E. DATE SIGNED 12/12/08	
--	--	---	--	------------------------------	--	--	--	------------------------------	--

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/10

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR  
MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	February 20, 2009.  (b) This supplemental agreement also revises DRD 03 as follows: Block 8, paragraph d. has been removed. Block 8, paragraph f. has been revised from "Costs expended (by cost element) versus negotiated cost and sub-element funding received" to "Cost expended versus negotiated cost and funding received." Block 8, paragraph g. has been removed.  NEW ACCOUNTING CODES ADDED (PR 4200276261): 76SA000/6100.2520/76/FC000000/672854.10.01.02.03/00/2520/76/EXCX22009D/538A/1/2/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.20.24.06.01/00/2520/76/CASX22009D/512F/1/43/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.20.21.06.02/00/2520/76/CASX22009D/512F/1/84/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.10.17.06.01/00/2520/76/CASX22009D/512F/1/125/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.40.45.06.01/00/2520/76/CASX22009D/512F/1/166/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.50.56.06.01/00/2520/76/CASX22009D/512F/1/207/Amount: \$				

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

As of Mod No.	Contract Value	Allotted Cost	Allotted Award Fee	Total	Adequate Through
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
005	\$ -	\$	\$	\$	02/28/09
006	\$ -	\$	\$	\$	03/05/09
008	\$ -	\$	\$	\$	01/31/09
009	\$ -	\$	\$	\$	02/03/09
010	\$ -	\$	\$	\$	02/20/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	02/20/09



# DATA REQUIREMENTS LIST

DRL Number		Revision	
Project/System		01	
Safety & Mission Assurance Services Contract			
Contract Number		Preparation Date	
NNK07205192R		09-14-2007	
Contractor		Technical Approval	
Millennium Integration and Engineering Company		TBD	
Attachment Number		Exhibit Number	
J.1			

ITEM NO.	TITLE	CHANGE STATUS
01	Management Plan	(A) 09/14/07 - NASA/SA
02.	Integrated Technical Management Reports	(A) 09/14/07 - NASA/SA
03.	Management Status Review	(R) Blk 8 - 12/08/08 - NASA/SA
04.	Financial Management Reports	(A) 09/14/07 - NASA/SA
05.	Range Safety Report	(A) 09/14/07 - NASA/SA
06.	Weekly Activity Reports	(A) 09/14/07 - NASA/SA
07.	Assessment and Evaluation Report	(A) 09/14/07 - NASA/SA
08..	KSC SMA Documents	(A) 09/14/07 - NASA/SA
09.	Advance Notification of Workforce Reductions Reports	(A) 09/14/07 - NASA/SA
10	Management and Control Plan for Treatment and Access to Sensitive Information	(R) Blk 6, 8 - 09/14/07 - NASA/SA
11	Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information	(A) 09/14/07 - NASA/SA

# DATA REQUIREMENT

Modification 10

## CONTRACT APPLICATION INFORMATION FOR DRL

A. Item No.  
03

B. Line Item Title:

### Management Status Review (MSR)

C. Opr.	D. Type	E. Inspect/Accept	F. Freq.	G. Initial Sub.	H. As Of Date
NASA/SA	1	6	AR	As Required	As Required

J. Remarks:

Section C, C.6 (d)

K. Distribution

TBD

Totals

No.	Type

## DATA REQUIREMENT DESCRIPTION

1. Title	2. Number
Management Status Review	03
3. Use	4. Date
To provide data for the assessment of contract progress. To provide visibility to the contractor and KSC Management of actual and potential problems and their progress toward meeting the requirements of the contract.	09-14-2007
7. Interrelationship	5. Organization
N/A	NASA/SA
8. Preparation Information	6. References
The Management Status Review (MSR) Input shall include:	N/A

- a. Review of work accomplished, including quantitative description, during the reporting period.
- b. Discussion of non-routine tasks planned for the next reporting period.
- c. Indication of any problems, which may impede performance or impact performance, schedule or cost.
- d. Reserved.
- e. Labor hours expended by labor category showing overtime hours separately.
- f. Costs expended versus negotiated cost and funding received.
- g. Reserved.
- h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.

**FORMAT:** Contractor format similar to government MSR charts is acceptable, hard copy charts with electronic presentation media is strongly encouraged.

**MAINTENANCE:** None required

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
11		See Block 16C		4200278040	
<b>6. ISSUED BY</b>		<b>CODE</b>		<b>5. PROJECT NO. (If applicable)</b>	
NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		KSC			
		<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>	
		NASA/Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		KSC	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>					
MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724					
<b>9A. AMENDMENT OF SOLICITATION NO.</b>					
<b>9B. DATED (SEE ITEM 11)</b>					
<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>					
NNK080011C					
<b>10B. DATED (SEE ITEM 13)</b>					
03/07/2008					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

Net Increase:

\$.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
X	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 Limitation of Funds</b>
	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**LIST OF CHANGES:**

Obligated Amount for this Modification: \$

New Total Obligated Amount for this Award: \$

Incremental Funded Amount changed: From \$ to \$

The purpose of this supplemental agreement is to (a) incrementally funds contract number NNK080011C as delineated in Contract Table B.2 - Contract Funding. Funding in the amount of \$ as delineated in Contract Table B.2 - Contract Funding, is hereby added to this contract. Total obligated funds in the amount of \$ re considered sufficient to cover the contractor's performance through March 13, 2009.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
Bradley J. Neihart, Sr Contracts Admin		Marco Pochy	
<b>15B. CONTRACTING OFFICER</b>		<b>15C. DATE SIGNED</b>	
(Signature of person authorized to sign)		17 DEC 08	
		<b>16B. UNITED STATES OF AMERICA</b>	
		<b>16C. DATE SIGNED</b>	
		12/17/08	
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NNK080011C/11

PAGE 2 OF 3

 NAME OF OFFEROR OR CONTRACTOR  
 MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NEW ACCOUNTING CODE ADDED: 76SA000/6100.2538/76/FC000000/604746.03.05.05.11/0 00/2530/76/EXPX22009D/234A/1/2/PR 4200278040/Amount: \$				

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

As of Mod No.	Contract Value	Allotted Cost	Allotted Award Fee	Total	Adequate Through
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
005	\$ -	\$	\$	\$	02/28/09
006	\$ -	\$	\$	\$	03/05/09
008	\$ -	\$	\$	\$	01/31/09
009	\$ -	\$	\$	\$	02/03/09
010	\$ -	\$	\$	\$	02/20/09
011	\$ -	\$	\$	\$	03/08/09
012	\$ -	\$	\$	\$	02/27/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	02/27/09*

\*Denotes WBS Elements: 724297.40.45.06.01, 724297.20.24.06.01, 724297.10.17.06.01

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 13		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200284843	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1B5V4 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C		10B. DATED (SEE ITEM 13) 03/07/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

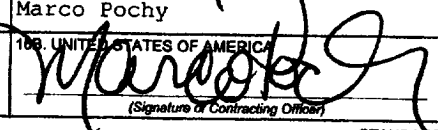
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
LIST OF CHANGES:  
Obligated amount for this modification: \$  
New total obligated amount for this award: \$  
Incremental funded amount changed from \$ to \$  
Incrementally funded through date changed from 04/21/2009 to 05/22/2009

The purpose of this modification is to incrementally fund contract number NNK080011C as delineated in Contract Table B.2 - Contract Funding. Funding in the amount of \$ as delineated in Contract Table B.2 - Contract Funding, is hereby added to this contract. Total obligated funds in the amount of \$ are considered sufficient to cover the contractor's performance through May 22, 2009, as stated by the contractor in an email to Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marco Pochy	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 2/27/09

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/13

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the contracting officer on February 27, 2009. Replacement page is attached.  NEW ACCOUNTING CODES ADDED: 76SA000/6100.2520/76/FC000000/736466.10.02.06.01/0 00/2520/76/CASX22009D/Amount: \$ 76SA000/6100.2520/76/FC000000/736466.05.01.06.01/0 00/2520/76/CASX22009D/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.20.24.06.01/0 00/2520/76/CASX22009D/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.20.21.06.02/0 00/2520/76/CASX22009D/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.50.56.06.01/0 00/2520/76/CASX22009D/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.10.17.06.01/0 00/2520/76/CASX22009D/Amount: \$ 76SA000/6100.2520/76/FC000000/724297.40.45.06.01/0 00/2520/76/CASX22009D/Amount: \$				

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

As of Mod No.	Contract Value	Allotted Cost	Allotted Award Fee	Total	Adequate Through
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
005	\$ -	\$	\$	\$	02/28/09
006	\$ -	\$	\$	\$	03/05/09
008	\$ -	\$	\$	\$	01/31/09
009	\$ -	\$	\$	\$	02/03/09
010	\$ -	\$	\$	\$	02/20/09
011	\$ -	\$	\$	\$	03/08/09
012	\$ -	\$	\$	\$	02/27/09
013	\$ -	\$	\$	\$	05/22/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	05/22/09



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 14		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200287919	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MILLENNIUM ENG AND INTEGRATION CO 2231 CRYSTAL DR STE 711 ARLINGTON VA 22202-3724		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 1B5V4 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNK080011C		10B. DATED (SEE ITEM 13) 03/07/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase: \$:

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**LIST OF CHANGES:**

Obligated amount for this modification: \$

New total obligated amount for this award: \$

Incremental funded amount changed: From \$ to \$:

Incrementally funded through date changed: From 05/22/2009 to 07/01/2009

The purpose of this modification is to incrementally fund contract number NNK080011C as delineated in Contract Table B.2 - Contract Funding. Funding in the amount of \$ \_\_\_\_\_ as delineated in Contract Table B.2 - Contract Funding, is hereby added to this contract. Total obligated funds in the amount of \$ \_\_\_\_\_ are considered sufficient to cover the contractor's performance through July 1, 2009, as stated by the Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marco Pochy	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 3/30/09	

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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK080011C/14PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR

MILLENNIUM ENG AND INTEGRATION CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	contractor in an email to the contracting officer on March 27, 2009. Replacement page is attached.  NEW ACCOUNTING CODES ADDED: 76SA000/6100.2520/76/FC000000/292360.07.30.04.01/00/2520/76/EXPX22009D/234A/1/248/Amount: \$: 76SA000/6100.2520/76/FC000000/292360.09.01.03.01/00/2520/76/EXPX22009D/234A/1/289/Amount: \$: 76SA000/6100.2520/76/FC000000/574666.03.01.01.01/000/2520/76/EXCX22009D/538A/1/330/Amount: 76SA000/6100.2520/76/FC000000/736466.10.02.06.01/00/2520/76/CASX22009D/361N/1/2/Amount: \$: 76SA000/6100.2520/76/FC000000/736466.05.01.06.01/00/2520/76/CASX22009D/361N/1/43/Amount: \$: 76SA000/6100.2520/76/FC000000/724297.20.24.06.01/00/2520/76/CASX22009D/512F/1/84/Amount: \$: 76SA000/6100.2520/76/FC000000/724297.20.21.06.02/00/2520/76/CASX22009D/512F/1/125/Amount: \$: 76SA000/6100.2520/76/FC000000/724297.50.56.06.01/00/2520/76/CASX22009D/512F/1/166/Amount: \$: 76SA000/6100.2520/76/FC000000/724297.10.17.06.01/00/2520/76/CASX22009D/512F/1/207/Amount: \$:				

**B.2 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

For purposes of payment of cost and fee in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract and the period of performance covered by these amounts are specified in the table below.

**Table B.2 - Contract Funding**

As of Mod No.	Contract Value	Allotted Cost	Allotted Award Fee	Total	Adequate Through
BASIC	\$ 12,226,815.81	\$	\$	\$	07/31/08
002	\$ -	\$	\$	\$	02/28/09
003	\$ -	\$	\$	\$	02/28/09
004	\$ -	\$	\$	\$	03/01/09
005	\$ -	\$	\$	\$	02/28/09
006	\$ -	\$	\$	\$	03/05/09
008	\$ -	\$	\$	\$	01/31/09
009	\$ -	\$	\$	\$	02/03/09
010	\$ -	\$	\$	\$	02/20/09
011	\$ -	\$	\$	\$	03/08/09
012	\$ -	\$	\$	\$	02/27/09
013	\$ -	\$	\$	\$	05/22/09
	\$ -	\$	\$	\$	07/01/09
Cumulative Total	\$ 12,226,815.81	\$	\$	\$	07/01/09